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SECOND ANNUAL REPORT

OF THE

RAILROAD AND WAREHOUSE

COMMISSION

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OF THE

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STATE OF ILLINOIS.

FOR YEAR ENDING NOV. 30, 1872.

SPRINGFIELD:
STATE JOURNAL STEAM PRINT,
1873,



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CONTENTS. DOCUMENTS

- I. REPORT OF COMMISSIONERS.
- II. ADDITIONAL REPORT.
- III. MINORITY REPORT.
- IV. REPORT OF COMMISSIONERS' SECRETARY.
- V. REPORT OF CHIEF INSPECTOR OF GRAIN FOR CHICAGO.
- VI. REPORT OF THE WAREHOUSE REGISTRAR.
- VII. REPORT OF J. H. ROWELL, Esq., STATE'S ATTORNEY.
- VIII. REPORT OF CHAS. H. REED, Esq., STATE'S ATTORNEY.
- IX. REPORT OF COMMISSIONERS TO SENATE COMMITTEE ON RAILROADS, AND BILLS BEFORE THE 27TH GENERAL ASSEMBLY.
- X. STATISTICS :
 - 1. The situation of the land in Illinois, with reference to Railroads in actual operation.
 - 2. General Railroad Statistics.
 - 3. Tabulated Railroad Statistics.
 - 4. Incidental Office Expenses of Commission.

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REPORT OF THE COMMISSIONERS.



R E P O R T .

OFFICE OF THE
RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, ILLINOIS, *December 1, 1872.*

TO HIS EXCELLENCY JOHN M. PALMER,
Governor of Illinois :

We have stated in our last report, made to your Excellency on the 1st of December, 1871, that we found our course beset with difficulties, arising from the fact that the laws, under which we were to act, lacked system and symmetry, and presented many obscurities of language and meaning, while the remedies provided for any violation of the law were mostly confined to the person actually aggrieved, and in so far as they indicated public prosecutions, to be instituted by the Commissioners, were with one or two exceptions so indefinite, providing no particular penalty and giving no clue in which way they could be prosecuted, as to prove practically in many instances insufficient. Upon an inquiry put to the Attorney General of the State, (see report of 1871, page 65) as to how we should proceed under the act creating the commission, for a violation of any of the provisions of said act, that officer replied (see page 67) as follows :

“In this connection there arise several grave legal questions. All proceedings, under the provisions of the act to which my attention has been called, must be instituted really for the purpose of recovering certain penalties; and the kind of remedy to be sought, or the nature of the action, or the amount of the penalty, will not be presumed by the court. In this regard the act is so imperfect in many of its features and provisions, that I fear it must be amended before actions for its violation (except under section 16) can be instituted and successfully prosecuted.”

He says further (on page 68): “The offenses named in said act were not misdemeanors at common law; therefore they are not indictable and punishable, unless it be in the precise way and manner indicated or pointed out by the act creating the offenses, and the act, in my judgment, fails to give any indication (except in section 16) of the kind of action to be brought, and is, in this respect, very crude and imperfect.”

In one instance only is a specified remedy provided, in section 16 of the act, where railroad companies willfully fail to furnish reports. The exceptions heretofore alluded to, that is to say where the public remedy is unmistakable, are the provisions in the passenger fare act, which provide for an information in the nature of a *quo warranto* and judgment of forfeiture of charter, if five judgments have been obtained, by private persons in an action of debt, and a similar provision in the act forbidding discrimination in the charges for freight, the latter act not requiring any previous convictions.

Finding this to be the condition of the law, we have, whenever complaints were made, as to discrimination in freight charges, (and they were numerous) and as to over-charges for passengers, referred the persons so complaining, to those provisions which gave them a certain and unmistakable remedy, offering them every assistance in our power, and giving them all the legal advice we deemed necessary. But finding that the persons aggrieved preferred rather to submit than to engage in a contest with powerful companies we resorted to the last and only remedy really left the public.

The Commissioners, in order to enforce the act entitled "An act to prevent unjust discriminations and extortions in the rates to be charged by the different railroads in this State for the transportation of freight on said roads," approved April 7, 1871, in force July 1, 1871, having received information of a violation of the first section of the said act, by the Chicago and Alton Railroad Company, applied to the circuit court of McLean county, for leave to file an information in the nature of a *quo warranto* against said company for such violation. On the 5th day of December, 1871, pursuant to leave theretofore granted, such information was filed in said court, setting forth that said company had repeatedly transported lumber from Chicago to Lexington, a distance of 110 miles, and charged therefor the sum of \$5.65 per M feet, as toll and compensation for such transportation, and that during the same time the said defendant transported like lumber from Chicago to Bloomington, a distance (126 miles) greater than from Chicago to Lexington, and charged for such transportation \$5.00 per M feet, and no more.

The lumber transported to Bloomington over the road, passed through Lexington. The defendant pleaded, admitting the facts alleged in the information and setting up divers acts of the Legislature by which it was incorporated, and insisted that it had the right to fix tolls for the transportation of property at its discretion, and that the act of April 7, 1871, is in violation of the contract made with it by the Legislature in its charter, and is therefore void under the provision of the Constitution of the United States forbidding any State to pass any law impairing the obligation of contracts.

To this plea a general demurrer was interposed on behalf of the State, and the case came up for hearing, on the demurrer, at the May term of the circuit court of McLean county. The case thus presented was argued orally before said court, near the close of said term (early in July, 1872), and was taken under advisement by the court. Late in August, 1872, the counsel for the railroad company applied to the counsel for the State for leave to file a printed argument in the case, which was assented to and the argument filed—and an argument on behalf of the State in reply was also filed. The case, thus presented, was considered by the Hon. T. F. Tipton, judge of said court, and on the 27th day of Nov., 1872, he rendered his judgment in favor of the State, and filed an opinion, giving his reasons for the same. A copy of the argument of the counsel for the railroad company, and also of the counsel for the State, and of the opinion of Judge Tipton, will be found in the report made to this Commission by the State's Attorney and counsel for the People in said case, to which you are respectfully referred, and which is hereto appended, marked "C." Upon this decision a judgment of forfeiture of corporate franchises and ouster has been rendered, from which an appeal has been taken to the next January term of the supreme court of this State. The hearing of the case at that term will be pressed, and no delay that can be avoided will be allowed to intervene. The experience of the Board confirms them in the opinion, expressed in their last annual report, of the importance of authority being vested in some suitable department of the government, to employ professional aid which possess the special and peculiar knowledge requisite for the proper prosecution of cases growing out of violations of the laws regulating railroads. They would therefore suggest that authority should be conferred upon this Board, with the approval of the Governor, to employ such counsel as they may think necessary to aid the State's Attorneys in such prosecutions, and that suitable provision be made for the compensation of such counsel.

We also desire to call attention to the fact, that while it is made the official duty of the State's Attorneys to take charge, originally, of such prosecutions, no legal provision exists for their suitable compensation. It will be apparent that litigations involving such vast interests, and where on the part of the railroads enormous capital is ready to resist the authority of the State, and to pursue the controversy, by appeals, through all the courts, both of the State and the United States, unless provision is made by law for compensation of counsel to represent the interest of the State, and to pay the incidental expenses of such litigation, the railroad companies might succeed in defying the law, simply because no adequate provision is made for their prosecution. We therefore recommend that an appropriation of a sufficient sum to pay the ex-

penses of such litigations should be made, which shall be paid out only with the approval of the Governor.

An amount should be appropriated adequate to command the necessary professional ability to protect the vast interests of the people involved in the questions under discussion.

Thus far the case specially reported upon has been prosecuted without any appropriation made therefor, and the only amount yet paid by the State is five hundred dollars (\$500), paid to the original special counsel by Governor Palmer out of the contingent fund, leaving all the incidental expenses of printing the arguments and opinions, and compensation to the State's Attorney, and also to the counsel, unprovided for.

The Commissioners recommend that the Legislature should pass a law, providing for the temporary operation of all railroads, whose charters may be forfeited, by receivers or others officers, to be appointed by the court rendering judgment of forfeiture, until such roads shall be re-organized. They also recommend that a law should be passed, providing for the re-organization of all railroad companies whose charters may be forfeited.

Being informed in May last by some gentlemen residing at a railroad center, that they were willing to sue several railroad companies for over-charging for passenger fare, we at once gave them instructions how to proceed, and furnished them with certified copies of such records of our office as were supposed necessary as evidence. One of these cases, being against the Illinois Central Railroad Company, was argued on a demurrer, admitting all the allegations of the declaration, in the circuit court of Ford county, on the 11th of September last, and was taken under advisement by the court, to be held until the next term thereof, viz: the third Monday in February next. So this important point has not been settled yet, even by the circuit court.

In many instances we have successfully remedied complaints, and we are satisfied that when the people become better acquainted with the laws on the subject of railroads and warehouses, and the control which the Commissioners can exercise over the railroad companies, even without resorting to law, the usefulness of such a Commission will become more apparent.

Having, for instance, received information that on some of the roads the law requiring the putting up of sign boards at every railroad crossing of highways had been but partially observed, we at once gave notice to the railroad companies in question of such defect, and desired them to remedy it immediately, and our directions were generally promptly complied with.

The instructions we gave to the county surveyors, to put the law in force as to the safety of crossings of highways, also produced favorable

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results in many instances. Other defects, as to the insecurity of bridges, etc., having been brought to the notice of the Commissioners, and examinations having been made, upon notice given such defects were remedied. We only mention these facts in order to show how, if the public would only apply to the Board, and furnish the requisite information, many inconveniences and evils could be remedied.

The following statement of fact and suggestion contained in our last annual report, touching a vital part of the duties of the Commissioners, are of such importance as to justify again calling attention to them, viz: "It is to be remarked that this State has more miles of railroad actually constructed than any other State in the Union, and that a personal and critical inspection on the part of this Board of all the roads, with a view to their condition in detail, as regards their construction, connected with the safety of the lives and property of the community, is a physical impossibility, even if every member of the Board were supposed to have the requisite technical knowledge; and it may be necessary, if the law contemplated such critical examination, to authorize the Board to employ competent experts to make special inspection of the condition of any railroad where, in the judgment of the Board, the safety of the public require it."

On the 15th of November, 1872, the Commissioners received a communication from a committee of the Board of Trade of Chicago, upon the subject of the under-billing of grain, when shipped by rail, which covered a statement made to the managers and officers of the railroad lines engaged in the transportation of grain made by such committee, and their responses thereto. A copy of this communication is herewith presented, marked "D."

On the 30th of November the Commissioners prepared a reply to said communication—a copy of which is also submitted.

In this connection it may be stated that not a single complaint has been made to the Commission against any railroad company for not complying with the law requiring the construction of track scales, in certain cases, the disregard of which is the chief cause of the underbilling complained of.

As stated in our last report, all the warehouses of "Class A" having refused to take out licenses, we instructed the State's Attorney of the county of Cook, as early as September, 1871, to commence proceedings under the warehouse act against the delinquent warehousemen. Chas. H. Reed, Esq., pursuant to our instruction, promptly commenced an action to test the validity of the law; but owing to the great fire, October 8, 1871, and the total destruction of all the papers on file, and the consequent interruption of legal business, as also the delay produced by the absence of the counsel for defendants, the case failed to come to a final hearing until the 6th of July, 1872, and resulted in a verdict of

"guilty," and a fine of one hundred dollars was assessed. The parties defendant have taken an appeal to the supreme court of this State, and the case has been heard at Ottawa at the September term, but no decision has been yet announced.

Under the advice of the Attorney General (page 66, of former report) we did not deem it advisable to commence suit against warehousemen, for charging more than the legal rate for storage, before the 1st of January of this year; but at that time we instructed the State's Attorney of Cook county to commence such proceedings. He, as well as the Commission, had strong doubts of success, owing to the vagueness of the law in that respect; but being desirous of testing the validity of the law, an information was filed on behalf of the State. But the circuit court in July last decided that there was no public remedy, the law having fixed no penalty.

As we indicated in our last report, the Chairman of the Board, in order to strip the laws of all obscurities and to make them more efficient, elaborated two bills—one consolidating and digesting all laws heretofore passed as to railroads, and another doing the same thing as to the warehouse laws—to be adopted in lieu of the six different laws now in existence bearing on those subjects. Some few essential alterations were proposed in those bills which had been suggested by experience or by the Chief Inspector of grain, more fully developed by him in his report, which formed part of our regular report. In regard to the remedial part of those laws, the said bills, while retaining the private remedies to persons aggrieved, provided expressly for penal actions in behalf of the State, and also for the prompt, cheap and effective remedy of criminal prosecution for any violation of any of the provisions of the law by indictment, prescribing the process to be pursued in such prosecution, as to service, judgment, etc., leaving also the remedy of forfeiture of charters, in cases concerning railroads, as a last resort.

These two bills (House bills Nos. 712 and 713) were introduced in the House of Representatives on the 10th of January last, and at once referred to the proper committees. They were discussed by the chairman of the Commission with some of the most active members of the committee. But the immense amount of business before the House, remaining over from the first part of the session, and the anxiety to bring the very long session to a close, prevented those bills from being reported to the House by the committee, and so they failed to become laws. The Commission had also carefully prepared a bill embodying all railroad police laws in force in this State, and scattered through several volumes of our statutes, and adding thereto others which we found in the railroad legislation of some of our sister States, and which are considered practicable here. This bill was presented (early in January) to the railroad committee of the Senate. That committee considered it,

modified it, (leaving out however what we considered the most efficient part of it, that is providing for indictments in every instance of a violation of any police law) and reported it to the Senate, where it passed.

The Commissioners, as far as they could with propriety, used every possible effort to have it also passed in the House, but it had reached there so late that notwithstanding the interest which the committee of the House displayed to procure its passage, it finally failed.

We respectfully submit those bills for the consideration of the Legislature, copies of which are hereto appended, marked "G."

Senator Vaughn of Knox, presented a bill to establish maximum rates of charges for the transportation of freights, which was referred to the proper committee, but failed to pass the Senate. That bill was prepared on a plan of a statutory tariff, and showed extensive labor in its preparation. The main objections to the bill are set forth in a report of this Commission, made to the chairman of the Senate committee on railroads, which committee had referred said bill to the Commission for its opinion, and which report is annexed hereto, marked "F."

In this connection we call attention to the opinion expressed by the Board in its last annual report: "As far as freight tariffs are concerned, it is laid down by competent authorities that, to fix general tariffs, inflexible for a period of years, which must be the case if they are created by the Legislature, with no provision for modification except by legislative action, seems to be wholly impracticable. Where it has been attempted, it has always failed, never being properly complied with. What is reasonable for one road is not for another, and would destroy the latter. What would be reasonable in one season might be very burdensome at another—peace or war, famine or plenty, the state of the domestic or foreign markets, would exercise vast influence upon the proper adjustment of such tariffs." Reasonable maximum rates, inflexible say for two years, and high enough to avoid such fluctuating but certain and controlling conditions, would possess no complete and satisfactory force to govern the charges of railroad companies, whose tariffs would, most of the time, be voluntarily made far within the limits thus established.

"On the continent of Europe this matter is looked upon not as a judicial or legislative, but an administrative function. The finance or commercial ministerial department of the State, is entrusted with it. It is exercised by trained government officials of the highest class, in conference with deputations from the boards of trade and the railroad companies. It is liable to be modified as circumstances demand. Satisfactory as this mode may be, and it is represented as working well, it would be difficult to introduce it here, for reasons which will readily suggest themselves without being specially pointed out. Nevertheless the facts stated, show the probable impracticability of establishing an

inflexible rate for freight transportation, and point to the *necessity of providing for modifications, from time to time, as the circumstances of the country and of the railroads may demand.* This discretion may be vested in such persons as the wisdom of the Legislature shall see fit to confide in, and it must be controlled, if deemed expedient, within limits, and exercised in methods to be established by law."

In accordance with the recommendation in your annual message to the last Legislature, that an appropriation should be made for a reasonable sum of money, to be expended in procuring additional counsel in all cases of the State *vs.* Railroad Companies and Warehousemen, and to cover necessary costs, the chairman prepared a bill to that effect, permitting the Commission, under the direction and control of the Governor, to employ counsel, and to pay expenses and costs, in order to secure efficient and certain prosecution for violation of the laws. Said bill made an appropriation of twenty thousand dollars (\$20,000) for that purpose, but it was not acted upon by the committee to which it was referred.

Upon a critical examination of the finances of the inspection department, the Board, very early, materially reduced the inspection fees, recognizing the spirit of the law, that only so much should be charged upon the people for the services of the servants of the State as should support an economical administration of this department. The inspection fees fixed by the Chicago Board of Trade, and first adopted, were as follows :

For In-Inspection.—Thirty cents per car load ; fifty cents per M. bus. from canal boats ; one quarter cent per bushel from bags.

For Out-Inspection.—Fifty cents per M. bus. to vessels ; forty cents per car load ; ten cents per wagon load.

But on and after March 1, 1872, the Board established the following fees :

For In-Inspection.—Twenty-five cents per car load ; fifty cents per M. bus. from canal boats ; one quarter cent per bushel from bags.

For Out-Inspection.—Forty cents per M. bus. to vessels ; forty cents per car load to cars ; thirty cents per car load, or ten cents per wagon load to beams.

The seventh day of August, 1872, ended the first year of the management by the State authorities of the inspection and registration of grain in Chicago. The following comparative statement of the amount of grain inspected into and out of store, and the cost of the same for the years 1868, 1869 and 1870, and the year ending 7th August, 1872, speaks for the success of the last year :

Year.	Bushels inspected into store.	Bushels inspected from store.	Total inspected	Cost of inspection.
1868.....	44, 544, 420	41, 025, 884	85, 570, 304	\$42, 053 64
1869.....	42, 914, 360	36, 281, 791	79, 196, 151	47, 370 56
1870.....	42, 792, 070	27, 517, 934	70, 310, 004	40, 294 85
*Year ending 7th Aug., 1872	67, 776, 252	64, 487, 011	132, 249, 263	45, 832 11

For more complete information in detail of the operations in those departments and recommendations, your attention is called to the report of W. F. Tompkins, Esq., Chief Inspector, hereto appended, marked "A. 1 and 2;" also the report of S. Clary, Registrar, marked "B."

We had every reason to believe, and such was the opinion of many business men of high standing, that the system of inspection and registration enacted by the laws of the last Legislature would prove effectual to secure the public against frauds which might be committed by warehousemen—a severe penalty, confinement in the penitentiary, for issuing fraudulent warehouse receipts, or removing grain from store without the return and cancellation of any and all outstanding receipts that may have been issued to represent such grain, was provided by these laws. Yet it seems that the fear of this condign punishment did not prevent the commission of the offense, and the burning of the Iowa elevator disclosed the fact that from that establishment large shipments of grain had been made without the receipts therefor having been canceled. It is believed by this Board that had the warehousemen fully conformed to the law in other respects such a fraud could not have been perpetrated. The most vigilant officer can not prevent crimes committed in secret, nor can a law do more than threaten punishment for a crime if committed. Upon consultation with business men and members of the Board of Trade, the Commissioners, two of whom immediately repaired to Chicago, where information was given of the fraudulent practice, at their session in September, 1872, made a rule by which warehousemen must produce to the Registrar the canceled receipts, so that the amount shipped out could be properly checked on the Registrar's books, which show the amount of grain inspected in from the reports of the Inspectors. It is thought that this mode of proceeding will prevent receipts being retained uncanceled, when the grain they represent has been shipped out of the warehouses.

The Commissioners took immediate steps to punish the person alleged to have been guilty, had evidence collected, and the case was brought before the grand jury of Cook county at the September term by Chas. H. Reed, Esq., the prosecuting attorney. The result of the proceeding will appear from the correspondence with that gentleman, which is an-

* The amount from August 1 to 7, 1872, is estimated. This table does not include the cost of registration.

nexed to this report, marked "E." The grand jury ignored the bill, and instructions were given to renew the complaint before another grand jury, since which time an indictment has been found. In connection with this we would also state that about the same time charges had been made that the inspection, in some instances, had not been correct, and that grain had been graded higher than it should have been. Where there is such an immense amount to be inspected at all hours of the day, and even sometimes by night, by a large corps of inspectors, it would be but natural that now and then an error should be committed quite unintentionally. But thus far the Commission have never had the least complaint, and members of the Board of Trade, when those charges were circulated, made a careful examination of the warehouses as to the grading of grain, and found not one instance where it had been incorrectly graded. This speaks indeed very highly for the inspection service. We must not omit to state that as a further precautionary measure and to restore public confidence with reference to the amount of grain actually in store, the commission ordered a careful measurement of all the grain in the bins of the Chicago elevators, so as to determine whether receipts issued for grain remaining in store, that were uncanceled, represented a greater quantity than the warehouses actually contained. At the time the Commission ordered the measurement of the grain in the warehouses in Chicago, above spoken of, they were waited upon by one of the firm of Munn & Scott, who stated that their grain was scattered in partly filled bins through their warehouses, and that the firm was very desirous to have their grain in store accurately measured, that they would immediately proceed to collect the grain in as few bins as would be sufficient to hold it, so that the quantity could be more readily and accurately ascertained, and that that firm would do everything in their power to facilitate the Commissioners in the work of measuring the grain in their warehouses. This proposition was assented to by the Commission as reasonable, and, under the circumstances, one that could not properly be denied to men of their standing at that time. It has since been ascertained that Munn & Scott made use of the time thus obtained to place false bottoms in their bins, so that they were measured as full, according to their appearance, when in fact large portions of the lower parts of the bins were empty. By this means, Munn & Scott succeeded in imposing upon the Inspector and obtaining a false certificate of the quantity of grain in their warehouses.

It is due to Mr. Tompkins, the Chief Inspector, and his assistants, to say that this Board consider that they fully and properly discharged their duty in making the measurement; that they are not blameworthy for not having suspected that a firm which had for so long a time occupied a high position in commercial circles in Chicago had perpetrated a fraud so novel and ingenious as almost to defy detection. The subject

matter of the fraud has since been investigated by the Chicago Board of Trade, and that able and experienced body of business men have been able to arrive at no certain conclusion as to the particular method by which Munn & Scott delivered the grain which was afterwards found to be wanting. That Board says that it was done either by delivering grain without canceling the warehouse receipts representing it, and returned to them for cancellation as the law requires to be done, or by disposing of grain represented by their warehouse receipts held by third parties and that were never returned for the delivery of the grain.

The Board has called attention to this fraud as a striking illustration of the difficulty of wholly preventing unscrupulous and ingenious men from perpetrating such wrongs in connection with the vast trade transacted at Chicago.

We would also report, in order to produce desirable uniformity in the annual reports of railroad companies to this Board, and that the statistics received therein should be presented in an intelligible shape, the Commissioners caused a blank form of report to be prepared, which embraces all the questions contained in the law establishing this Board, and also such additional questions as the Commissioners, in their discretion, framed (as for instance concerning railroad accidents), which they were authorized to do by section 7 of said act. These blank forms were sent out to the railroad companies on the 12th and 13th of July last, and have been returned, containing their annual reports for the year ending 30th June, 1872, and have already been found by us to be of great value.

Notwithstanding the preparation of the form of report to be made by the companies, when the reports came to the hands of the Commissioners many of them were found to be so imperfect as to be of little or no value for the purpose intended. It was necessary, therefore, to return such imperfect reports, in many instances several times to the companies from which they had been received, and to point out such imperfections and request their amendment. This work alone involved an elaborate and laborious correspondence. It is but just, with a few exceptions, to the railroad companies to say that the imperfections in their reports resulted from several causes: partly that the system of reports thus inaugurated was new and called for information not heretofore contained in the annual reports made by the officers of those companies to their stockholders, and also, in part, from the fact that the date selected for the close of the year, to be reported on, differed in most instances from the date theretofore selected by the companies for the close of their respective fiscal years. A steady continuance in the use of the system thus adopted will cause the making of such reports by the railroad companies hereafter to be greatly facilitated and their accuracy more to be relied on; and at the same time the labors of the Commission in analyz-

ing and tabulating the information contained in those reports, for the use of the government will be very much reduced. Though the Commissioners have made constant effort to obtain all the reports of railroads in due time, so that their annual report might be prepared and submitted on the 1st day of December, the time fixed by the law, no less than seven companies had on that day failed to respond at all, and some, whose reports had been returned for correction, had also failed to furnish such corrected reports. The Commissioners have therefore been compelled to delay the completion of their report until after the 1st day of December, so as to be able to furnish full information contemplated by the law. Many omissions and defects exist, resulting from the causes above stated, but, as an aggregate of information, the report is believed to represent the condition of the railroad interests of the State with a reasonable degree of accuracy, and which will improve year by year, as the railroad companies and the Commissioners become more familiar with the requirements and purposes of the law.

The construction of railroads during the past year has been characterized by a vigor and activity similar to that which accomplished so much the preceding year. Since the last report of the railroad companies one thousand seven hundred and nine and sixty-eight one-hundredth miles of railroads have been brought into use, giving a grand total of *six thousand two hundred and fifty-eight and eighty one-hundredth* miles in actual operation on the 1st day of July, 1872, and *one thousand five hundred and eighty-seven and thirty one-hundredths* in process of construction. The average cost of the completed and classified railroads in the State, as exhibited by the reports of the various railroad companies (the mileage being five thousand three hundred and thirty-one and forty-one one-hundredth miles), is about \$42,264.48 per mile, making the aggregated represented cost of those roads *two hundred and twenty-five million three hundred and twenty-nine thousand two hundred and seventy-one dollars and thirty-one cents*.

The fact that our roads show such great cost cannot, as a rule, be traced to natural obstacles and difficulties of construction presented by the material encountered, or by the contour of the surface of the State. On the contrary, the topography of the country is especially adapted to the building of railroads at a moderate cost. It may be safely assumed that during the past twenty years the average cash cost of constructing the railroads of the State, including their equipment, has not exceeded \$25,000 per mile. The difference between this and the cost they represent has arisen in various ways, such as fictitious stock voted full paid, sacrifices made in sale of securities and other losses growing out of bad management and unavoidable delays in the work of construction. However it may have occurred, it is nevertheless true, and the managers of railroads are expected by the holders of the securities and stock to obtain

net earnings sufficient to pay the interest on the bonded debt, and also dividends on all classes of stock, in addition to improving and adding to the capacity of the lines as rapidly as the growth of the country tributary to them demands. This unfortunate excess in the cost of the roads of the State, as shown, should at least excite earnest and effective action to prevent any increase to the burdens of the public of a similar nature, done in other methods (especially if there is no retrospective relief.) It may be that a law to protect the public welfare, prohibiting any road from accumulating or representing greater than a given value per mile, except under specified conditions, would meet the possibility of fiction creeping in under other forms—fictions in all but the tithes demanded from the people. We called attention to these evils in our first annual report, and the importance of the subject seems to justify its renewed mention :

The total capital stock of the railroad companies of the State, properly chargeable to, embraced and represented by their lines and property within the limits of the State, is as follows :

Preferred Stock	\$8,155,199 68
Common Stock.....	131,970,864 60
Bonded Debt.....	111,456,325 97
Floating Debt	3,330,173 20
Total capital represented.....	<u>\$254,912,563 45</u>

The gross earnings of the completed and classified railroads are as follows :

From freight	\$30,074,594 42
“ passengers	10,155,164 05
Mails, express and miscellaneous	2,997,669 57
Total	<u>\$43,227,428 04</u>

The average proportion of the expense for maintenance and operating, to be deducted from the gross earnings, is sixty-five and sixty one-hundredths per cent. The average gross earnings per mile per annum were eight thousand one hundred and eight dollars and six cents. The average net earnings per mile were two thousand seven hundred and eighty-nine dollars and eighteen cents.

With a view to presenting, in a comprehensive and also detailed form, the railroad facilities of the State, with reference to the agricultural and general interests, the Commissioners caused a table to be prepared, exhibiting the amount of land in each county of the State lying within five miles of a railroad; also the amount lying between five and ten miles, between ten and fifteen miles, and between fifteen and twenty miles and over. This interesting table will be found in the appendix, marked “H.” It shows, with sufficient accuracy for the purpose intended, that seventy-three per cent. of all the land in the State lies within five miles of the railroads in actual operation, twenty-one and one-half per cent. between five and ten miles, four per cent. between ten and fifteen miles, and one

and one-half per cent. between fifteen and twenty miles, and over. To such advantages add those which are presented by the lake, navigable rivers, canals and slackwater navigation of the State, (also the railroads adjoining its border, not included in the estimate,) and it may be fairly presumed that no other State in the Union possesses equal facilities, for the transportation of persons and property, so uniformly distributed through its territory.

GUSTAVUS KØERNER,
RICHARD P. MORGAN, JR.,
DAVID S. HAMMOND.

ADDITIONAL REPORT.

Since the annual report of the Commissioners was prepared, a decision was made by the Hon. Judge Wood, of the Kankakee circuit court, bearing upon an important question arising under the late railroad legislation of our State, which the undersigned Commissioners deem of sufficient importance to bring to the notice of your Excellency. The case arose in this way: As early as August, 1871, the Board was informed by S. R. Moore, Esq., of Kankakee, that he had commenced proceedings before a justice of the peace to recover back an amount of fare from the Illinois Central Railroad Company, being an over-charge of the maximum of fare allowable under the act of the Legislature establishing a reasonable maximum rate of charges for the transportation of passengers, in force July 1, 1871, and asking for our co-operation, by advice and furnishing proof. The Board did express their views to him and offered to furnish him all necessary papers or evidence on record, in order to prosecute his claims effectually. Mr. Moore kept us advised, from time to time, as to the proceedings in court, which did, however, not terminate as early as the Board and he had expected. In the circuit court the facts of the case were agreed upon, and on the 4th of December, 1872, the court decided the case against the plaintiff, principally on the ground that the charter of the company was a contract with the Legislature, and that as long as it was not shown (and nothing in the case the court says did show it) that the charges made by the company *were unreasonable* there could be no judicial interference with the powers given to the company in their charter, to regulate the passenger fare; nor could the Legislature, at any time, fix the fare, as it has no judicial powers, and no means of ascertaining what is reasonable or not.

It is not our desire or our privilege to review and comment on this decision. We would merely say that it does not militate against the decision of the McLean county court, mentioned in our annual report. The court, in the passenger fare case, fully concedes to the Legislature the right to prevent discrimination in charges and extortion, by proper legislative enactments, and only denies the power to establish tariffs, inasmuch as it cannot exercise judicial but only legislative functions. As to this last position we would barely suggest that it does not seem to

have been considered that, while it is very true that almost every State constitution contains general provisions distributing executive, legislative and judicial powers to different persons or bodies, yet this general principle is hardly in any one of these fundamental acts strictly preserved. To the Governors important legislative power is given, by granting them the authority to veto bills; to one branch of the Legislature (the Senate) a participation in the appointing power has been allotted; and even the judiciary, under some constitutions, has more or less appointing or executive power to exercise. The people, in their sovereign capacity, when by the irrepresentatives assembled in constitutional conventions, have a right to strictly adhere to the general principle of division of powers, or to partially, or even wholly, disregard it. Now, in this instance, the constitution of Illinois has, by a special provision—and special provisions in constitutions override general ones—provided that the fixing of the maximum of freights and fare (if judicial) *should be conceded to the Legislature*, trusting that they would inform themselves by evidence or otherwise (which they can well do by committees, as is done every day in Great Britain,) of what is reasonable or not. The constitution has made, by express terms and not by implication, the Legislature a judge in this matter; and so no constitutional right seems to be violated. It is only in the case where the maximum fixed is seriously impairing or destroying the franchises that the question of impairing the obligations of contracts under the constitution of the United States could arise. The Legislature, in this instance, has certainly acted with due consideration of equitable rights. It has fixed the rates with reference to the productiveness of the roads, and should some other and fairer test be desired would undoubtedly adopt it.

To leave the people no other remedy than in every instance of extortion to have a law-suit with the railroad company, to ascertain by a jury what was or was not a reasonable charge, to be decided differently perhaps in each county, or even each justice's precinct, would be, as we have already intimated in our former report, hardly more than a mere mockery.

Mr. Moore has at once taken an appeal to the supreme court, so that now three cases relating to the most important parts of the series of the railroad and warehouse laws passed by the last Legislature are before the highest State tribunal.

G. KOERNER,
D. S. HAMMOND,

Of the Commission.

Office of Commission, Springfield, 17th December, 1872.

MINORITY REPORT.

OFFICE OF THE
RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, Dec. 17, 1872.

To His Excellency JOHN M. PALMER,
Governor of Illinois :

SIR : The undersigned, one of the Railroad and Warehouse Commissioners, is unable to concur in the additional report, dated Dec. 17, 1872, signed by Messrs. Koerner and Hammond, relating to the case of Moore vs. Illinois Central Railroad Company, recently decided in the Circuit Court of Kankakee county, for the following reasons :

1st. That the action was prosecuted by the plaintiff, as an individual, to recover back the excess of fare paid by him over that allowed to be charged by the act regulating passenger fares on railroads, though no classification of railroads had then been made, and that the Commissioners had no official connection therewith, either in the institution or the prosecution of said suit, and have no official knowledge of the proceedings had therein.

2d. Because, so far as the undersigned is informed, the history of that case, as given in the "additional report," is incomplete and imperfect, so as not to furnish information with the fullness and accuracy requisite to safely guide the action of your Excellency or of the General Assembly.

3d. The undersigned also deems so much of the "additional report" as is devoted to a legal argument, reviewing the decision, as stated to have been made by Judge Wood, not within the proper line of duty of the Commissioners, they being in no sense an appellate tribunal, authorized to review the action of Circuit Courts.

4th. The case spoken of having been one over which the Commissioners have no control, either in its inception or prosecution, and the Commissioners having no information whatever of the line of argument adopted by either party before that court, and the proceeding being strictly a private action, it seems improper to the undersigned that the Commissioners should make any official report respecting it. Besides, the publication of that report in the annual volume will lead to the conclusion in the popular mind, generally, that the Commissioners, in the endeavor to enforce the passenger act, have been defeated, while no

effort to enforce that act has been or could have been made by the Commissioners.

5th. The decision referred to was not rendered until after the close of the official year to which the general report of this Board refers; and if the General Assembly, when it convenes, desires full information in regard to that case, it will possess power, through its proper committees, by compelling the production of persons and papers, to obtain it; which power is not vested in this Commission.

Very respectfully submitted.

RICH'D P. MORGAN, JR.

REPORT OF JAMES H. RAYMOND,
SECRETARY TO THE BOARD.



REPORT.

OFFICE OF THE
RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, ILLINOIS, *December 1, 1872.*

To the Board of Railroad and Warehouse Commissioners :

GENTLEMEN: In handing you the following papers, to be joined to your second annual report to his Excellency the Governor, I wish, also, to call your attention to the following facts and explanations:

The annual reports by the railroad companies for the year ending 30th June, 1872, enable a very marked improvement over the report handed you one year ago. And I am able to hand you a report for every railroad company operating a line of road in this State, which, with few exceptions, are reasonably complete and correct, and made with evident care; and, in addition, tabulated statistics, compiled therefrom, which make, on the whole, a satisfactory exhibit.

For the sake of perspicuity and economy in space, the blank form sent from this office, July 12 and 13, 1872, for the securing of uniform railroad reports, is inserted, and those pages which were left blank in the form, as returned by the railroad companies, are omitted in the full text of their reports.

The tabulated statistics are for the State of Illinois alone, being based, in most instances, upon a careful analysis and distribution of the railroad companies' accounts. In the instances of some roads extending into other States (marked in the tables by a star) the amounts given are estimates for this State, made in this office, being proportioned as accurately as the information given enabled it to be done. In these instances the statistics for the entire lines may be found in the full text of the companies' reports.

The expenditures for this office are contained in paper "N." As stated in my report for 1871, the appropriation (\$300 per annum) for the expenses of this office is inadequate, though expended strictly for reasonable and suitable conveniences and purposes. The appropriation for the year ending 30th June, 1873, will have been exhausted before the meeting of the 28th General Assembly. These expenses have been incurred under your direction, and paid upon detailed statements on file with the Auditor of State, and upon the approval of the Governor.

The expenses incurred may justly form the basis for determining what amount will be necessary, even with strict economy, for the next year. Besides the regular appropriation for 1871-2, I received from the Governor's contingent fund, in March last, \$68.34, and, with the above, have used of the appropriation for 1872-3 \$743.71, (up to Dec. 1, 1872,) making a total for seventeen months of \$1612.05, which is at the rate of \$94.82 per month. It is evident, therefore, that \$1200 per annum, is the least sum that will reasonably meet the office expenses of the Board, commencing with the year beginning 1st July, 1872.

With these explanations, I respectfully submit, as above, the following papers from the files of this office:

PAPER "A."—1. The report of Wm. F. Tompkins, Esq., Chief Inspector of Grain for the city of Chicago, with statistics, for the year ending 30th October, 1872; and,
2. The report of Thos. Aiken, cashier of the inspection department for the same year.

PAPER "B."—The report of Stephen Clary, Esq., Warehouse Registrar, for the same year.

PAPER "C."—The report of J. H. Rowell, Esq., State's Attorney, with the arguments for plaintiff and defendant, and the decision of Judge Tipton, in case *People ex. rel. Koerner, et al., vs. Chicago and Alton Railroad Company*, in the McLean County Circuit Court.

PAPER "D."—A communication from a committee of the Chicago Board of Trade, on the subject of "Under-billing," together with your reply thereto.

PAPER "E."—Correspondence with Chas. H. Reed, Esq., State's Attorney, regarding the criminal prosecution for the shipping of grain without the cancellation of corresponding receipts, in case *People vs. Maher*.

PAPER "F."—Your report to the Senate Committee on Railroads, 27th General Assembly, on Senate bill No. 412, establishing rates for the transportation of freight.

PAPER "G."—The following bills, prepared by the chairman of the Board, and presented to the 27th General Assembly: House bill 712, being a codification of the railroad laws of Illinois; House bill 713, being a codification of the warehouse laws of Illinois; Senate bill 409, to prevent railroad accidents, and to regulate the management of railroads.

PAPER "H."—A table of the landed area of Illinois, showing its position with reference to the railways.

PAPER "I."—A list of the railroad companies reporting, and the date of the receipt of each report.

PAPER "J."—The classification of the railroad companies for the transportation of passengers, and the date and form of the classification.

PAPER "K."—A full copy of the blank forms issued for the railroad reports for the year ending 30th June, 1872.

PAPER "L."—1. The full text of the reports of classified railroad companies.

2. The full text of the reports of unclassified railroad companies.

PAPER "M."—Tabulated railroad statistics, as follows:

1. Stock and debts and paid up stock and debts.
2. Length of line and cost of road and equipment.
3. Equipment and mileage of trains.
4. Earnings in detail.
5. Expenses in detail.
6. Gross earnings and expenses compared.
7. Tonnage.
8. Accidents.

PAPER "N."—Table of incidental expenses of this office.

Very respectfully,

Your obedient servant,

J. H. RAYMOND,

Secretary.

PAPER "A."

REPORT OF WILLIAM F. TOMPKINS,

CHIEF INSPECTOR OF GRAIN, AND OF THE CASHIER OF THE INSPECTION
DEPARTMENT FOR CITY OF CHICAGO,

For the Year ending October 30, 1872.

"A," 1.

REPORT.

OFFICE OF THE
CHIEF INSPECTOR OF GRAIN FOR THE CITY OF CHICAGO,
CHICAGO, ILLINOIS, November 1, 1872.

HON. GUSTAVUS KOERNER,

Chairman Board Railroad and Warehouse Commissioners :

DEAR SIR—I submit, for your consideration, this my first report embracing the business of an entire year.

The general business of Chicago, for the past twelve months, has been unprecedently large, notwithstanding the terrible blow received by the fire and the great disadvantages with which our merchants have since had to contend; and the statistics herewith presented show a correspondingly large increase in the movement of grain, although for nearly three months during the past winter the trade was almost at a stand still for want of storage capacity.

Owing to several combinations, known as "Corners," during the past year, we have not handled as much grain as we otherwise would, as our limited storage capacity has given such operators a good opportunity to control the market completely, by taking the time when our elevators were full to overflowing to buy up all the actual grain of any particular grade, in store and arriving, and not shipping out, thereby locking up a very large amount of storage room, preventing, as it actually did, in the case of the "Oat Corner" of June, grain from being received from the country, as the warehouses were unable to take it, forcing country shippers either to hold their grain or find another market, and compelling the railroads to convert freight houses, sheds, etc., into grain warehouses. There is no doubt that these "Corners" have worked very much to the disadvantage of the trade to our city, and, with the limited storage capacity of the past year, a very large amount of trade has been diverted into other channels. These causes, with the high rates of freight which have ruled for some time, and the fact that our warehouses were filled last winter much earlier than usual, have diminished to a very considerable extent the volume of grain handled in this market.

Although there was a much larger amount of grain remaining in store, all through the season, than during former years, there was very little trouble on account of condition, showing conclusively great care on the part of the assistant inspectors.

The crop of wheat of 1871, which composed the receipts prior to August, 1872, was of good quality and in good condition when marketed, while the crop of 1872 has been of poor quality and in poor condition, causing nearly all of the complaints that have arisen against the Inspection Department, which, however, have not been very numerous or of a serious character.

The temporary quarters fitted up immediately after the fire were occupied by the Registration and Inspection Departments until the 9th of last month, when we moved into our new offices, which are centrally located, in the immediate vicinity of the Board of Trade, and convenient to the trade generally.

The expense attending this Department has been considerably increased by the large amount of grain inspected, and from the impossibility of concentrating the work to so great an extent as before the destruction of so many of our elevators, and the converting, during the season, of sheds, packing and freight houses, into grain warehouses, to store the large amount of grain coming in, each requiring the care of a competent assistant inspector.

The advance in the pay of a portion of the force, upon my recommendation, is another cause of increased expenses, though it has, in my opinion, increased the efficiency of the Department. Great care has been exercised to avoid keeping more force than was absolutely necessary to do the work promptly and correctly. There is yet quite a number who still refuse to pay for services rendered in inspecting grain from store.

The percentage of unpaid bills, however, does not increase, owing, in my opinion, to the policy of placing uncollected bills in the hands of attorneys. Quite a large amount has been collected since notices were served that their claims were placed in lawyer's hands, and many more will pay as soon as they are convinced that these claims are to be followed up in this way, rather than go into litigation. The reduction of inspection fees made by your Board, to take effect the first of last March, still leaves sufficient revenue to bear the current expenses of the Inspection and Registrar Department; but I would recommend that the Legislature be asked to so amend the law which limits the fees for inspection to a sum sufficient to bear the expenses of the registration and inspection offices, as to allow a fund to accumulate, to be used in making good any deficiencies that may arise by reason of a small crop of grain. In my last annual report, I called your attention to what I still believe to be a matter of great importance to the grain interest of this city—the

changing of grades, of corn especially, as set forth in those recommendations; and I would, at this time, suggest that your Board make such recommendations to the next Legislature.

Although five new elevators have been built, or about completed, during the past year, with an estimated capacity of about 5,000,000 bushels, it increases our storage only about 2,000,000 bushels more than we had previous to the fire.

Considering the growth of the trade, the extent of new country being yearly brought into direct communication with Chicago, and the many new lines of railroads that are seeking admission into the city, the grain storage capacity of Chicago seems to me wholly inadequate to the public needs; and with the experience of the last season, when the railroads were compelled to refuse to take grain in the country, for lack of places to put it, it seems strange that our leading railroads or capitalists have not given it more attention, especially as it has proved such a paying investment. The destruction of the Iowa elevator by fire, in August, last, brought to light the alarming fact, that at that time there was a much larger amount of warehouse receipts outstanding than there was grain in store in that house, causing a great deal of excitement and creating a general feeling of distrust among those who held such securities.

Although the fact has been known and sanctioned, to some extent, by the trade, that elevator proprietors were accustomed, at times, for the purpose of making storage, to ship grain from store without returning an equivalent amount of receipts, yet they now realized so fully how dangerous such a policy was and how valueless such receipts might become, that I think good results have come out of it, as the action of your Board and public feeling have compelled the warehousemen to comply with many of the provisions of the law, and to furnish the public with much more satisfactory statements than heretofore.

Accompanying this, you will find a number of statements, giving the details of the business, to which I would respectfully call your attention.

Respectfully yours,

WM. F. TOMPKINS,
Chief Inspector.

EXHIBITS REFERRED TO IN W. F. TOMPKINS' REPORT.

Statement showing storage capacity of the Grain Elevators in the City of Chicago.

Name of Elevators.	Operators.	Estimated capacity.
Central Elevator B	J. & E. Buckingham	1,600,000
Rock Island Elevator A	Flint, Thompson & Co.	750,000
B	"	1,250,000
C. B. & Q. Elevator A	Armonr, Dole & Co.	1,250,000
B	"	850,000
City Elevator	Geo. Armour & Co.	1,200,000
Union Elevator	"	700,000
Northwestern Elevator	"	600,000
Munn & Scott's Elevator	"	200,000
Illinois River Elevator	"	200,000
Iowa Elevator	Hugh Mayer	300,000
Capacity from Oct. 9, 1871, to August 5, 1872 .....	.....	8,900,000
Less Iowa Elevator destroyed by fire August 5, 1872 ..	.....	300,000
*Galena Elevator	Munger, Wheeler & Co	8,600,000
† Air Line Elevator	"	800,000
"	"	800,000
Total storage capacity Nov. 1, 1872 .....	.....	10,200,000

*Galena Elevator commenced storing grain August 12, 1872.

† Air Line Elevator commenced storing grain August 19, 1872.

NOTE.—Central Elevator A, National Elevator, and Hough's Elevator, in course of construction, are to be completed on or before December 1st, 1872, and will add about 3,500,000 bushels to the present storage capacity.

Statement showing the amount of each kind of Grain in store on the last Saturday of each Month, for the Years ending October 1870, 1871 and 1872.

	Wheat.	Corn.	Oats.	Rye.	Barley.	Totals.
Nov. 27, 1869.....	1,791,826	474,244	443,717	131,045	309,948	3,150,780
" 26, 1870.....	1,195,196	307,085	321,040	53,314	508,243	2,384,918
" 25, 1871.....	836,678	769,137	422,453	279,443	487,357	2,795,068
Dec. 31, 1869.....	2,747,145	483,677	664,578	120,632	310,657	4,326,689
" 31, 1870.....	2,336,156	814,145	461,127	77,953	462,450	4,151,831
" 30, 1871.....	1,390,639	3,113,637	738,573	299,990	536,929	5,979,768
Jan. 29, 1870.....	3,146,600	475,723	887,458	133,786	265,124	4,908,686
" 28, 1871.....	2,983,816	1,904,446	569,309	73,665	403,751	5,934,967
" 27, 1872.....	1,586,962	4,919,674	991,460	291,783	579,464	8,369,343
Feb. 26, 1870.....	3,505,432	591,723	1,007,935	138,034	228,394	5,471,518
" 25, 1871.....	3,464,225	2,876,142	695,612	78,166	347,407	7,461,552
" 24, 1872.....	1,603,328	5,264,243	1,018,497	294,434	334,697	8,717,199
Mar. 26, 1870.....	3,431,531	511,670	964,832	116,284	176,459	5,200,476
" 25, 1871.....	3,432,370	2,285,273	691,633	60,955	247,657	8,717,888
" 30, 1872.....	1,595,636	5,256,447	917,222	276,573	420,770	8,376,638
Apr. 30, 1870.....	1,699,156	626,273	586,971	84,377	70,115	3,066,892
" 29, 1871.....	1,561,937	1,386,599	437,861	29,487	129,639	3,545,523
" 27, 1872.....	1,244,237	4,809,370	680,945	192,088	231,841	7,158,481
May 28, 1870.....	1,682,494	1,263,700	1,048,511	78,555	87,243	4,160,503
" 27, 1871.....	720,080	2,019,306	338,572	19,638	74,392	3,171,988
" 25, 1872.....	1,035,275	3,245,415	916,306	184,008	161,223	5,542,227
June 25, 1870.....	2,194,149	2,384,925	800,035	82,866	55,330	5,517,305
" 24, 1871.....	708,157	2,458,808	173,061	3,183	36,295	3,379,504
" 29, 1872.....	1,141,240	3,605,137	2,167,907	146,636	109,384	7,170,304
July 30, 1870.....	1,275,110	2,026,043	547,654	73,518	53,779	3,976,104
" 29, 1871.....	607,705	1,406,929	460,842	97,953	44,848	2,618,277
" 27, 1872.....	987,881	3,469,741	774,631	26,001	73,046	5,331,300
Aug. 27, 1870.....	1,217,009	1,340,197	909,983	70,658	284,098	3,881,945
" 26, 1871.....	610,056	1,167,645	718,462	182,564	231,489	2,910,218
" 31, 1872.....	984,897	3,909,861	709,483	70,040	172,018	5,816,299
Sept. 24, 1870.....	1,288,248	761,181	742,746	84,579	649,411	3,508,165
" 30, 1871.....	1,409,599	1,986,256	1,678,544	544,606	439,555	6,058,516
" 28, 1872.....	970,466	3,652,961	875,385	145,920	592,513	6,237,245
Oct. 29, 1870.....	2,069,229	723,906	660,948	116,599	699,899	4,270,580
" 28, 1871.....	698,327	767,789	757,570	464,924	422,958	3,111,568
" 26, 1872.....	747,263	2,751,882	819,726	179,770	360,466	4,859,107

Statement showing number of Cars and Boats of Grain inspected, together with estimated bushels, for each month of the year ending October 31, 1872.

Date.	Number of		Wheat.	Corn.	Oats.	Rye.	Barley.	Totals.
	Cars.	Boats.						
1871. November ...	14,297	68	1,092,350	3,551,830	1,048,530	68,032	246,540	6,027,282
December	10,617	.....	537,250	2,826,430	561,720	45,140	174,300	4,144,840
1872. January	8,406	.....	369,600	2,405,370	298,840	39,220	109,620	3,222,650
February	1,947	.....	51,450	565,360	60,760	21,090	49,140	747,800
March	1,920	.....	12,250	638,620	42,160	12,580	23,940	729,550
April	3,377	55	10,850	1,386,215	171,280	6,105	4,620	1,579,070
May	14,131	204	290,500	5,118,050	364,600	42,290	26,040	5,841,480
June	20,709	213	633,150	6,686,010	2,475,800	29,040	14,280	9,838,280
July	16,356	173	587,700	6,152,760	345,644	28,860	37,380	7,152,344
August	28,202	250	2,735,250	8,029,600	1,266,260	106,560	171,360	12,309,030
September	21,275	241	1,911,700	5,315,040	1,231,140	146,335	1,164,870	9,769,085
October	19,111	171	2,676,800	3,170,360	1,138,797	130,980	1,415,500	8,532,437
Totals	160,348	1,375	10,908,850	45,845,645	9,005,531	696,232	3,437,590	69,893,848

Statement showing number of bushels of Grain inspected on delivery from Elevators, for each month of the year ending October 31, 1872.

Date.	Wheat.	Corn.	Oats.	Rye.	Barley.	Totals.
1871. November	947, 349	3, 522, 868	1, 434, 260	130, 752	280, 276	6, 315, 505
December	110, 918	503, 361	187, 693	27, 890	73, 407	903, 269
1872. January	63, 702	498, 935	91, 413	31, 230	61, 922	747, 202
February	43, 501	209, 249	23, 727	16, 594	74, 203	367, 074
March	108, 106	610, 587	143, 798	27, 605	131, 248	1, 021, 344
April	360, 299	1, 792, 587	426, 153	54, 293	183, 278	2, 816, 610
May	505, 604	6, 372, 955	781, 719	41, 626	128, 485	7, 830, 389
June	611, 833	6, 552, 208	1, 610, 269	62, 584	38, 188	8, 875, 082
July	785, 005	7, 022, 417	1, 742, 822	128, 802	55, 721	9, 734, 767
August	2, 723, 732	6, 746, 639	1, 270, 623	45, 764	57, 326	10, 844, 084
September	1, 789, 678	5, 541, 138	1, 141, 223	60, 113	748, 987	9, 281, 139
October	3, 178, 809	4, 800, 225	1, 253, 787	84, 361	1, 678, 392	10, 995, 574
Totals	11, 228, 536	44, 173, 169	10, 107, 487	711, 414	3, 511, 433	69, 732, 039

A 2.—REPORT OF THE CASHIER.

STATEMENT 1—Showing amount of grain inspected and cost of inspection for the years 1866, 1868, 1869, 1870, and the year ending October 31, 1872.

Year.	Inspected into store.		Amount inspected from store.	Total bushels inspected.	Cost of inspection.
	Number of cars.	Amount.			
1866.....	86, 705	43, 659, 766	34, 689, 731	78, 349, 497	\$25, 719.96
1868.....	110, 518	44, 544, 420	41, 025, 884	85, 570, 304	42, 053.64
1869.....	111, 220	42, 914, 360	36, 281, 791	79, 196, 151	47, 370.56
1870.....	111, 186	42, 792, 070	27, 517, 934	70, 310, 004	40, 294.85
Year ending Oct. 31, 1872.....	160, 348	69, 893, 848	69, 732, 039	139, 625, 887	47, 722.90

† Does not include fitting up and furnishing the office or expense of registration.

STATEMENT 2—Showing the amount of Inspection Fees charged each month, and amount collected of same, for the year ending Oct. 31, 1872.

Date.	Amount charged.	Amount collected.
1871. November	\$7, 625 44	\$6, 810 47
December	3, 642 78	3, 366 19
1872. January	2, 814 20	2, 718 93
February	771 14	737 58
March	1, 147 82	998 35
April	2, 574 08	2, 420 00
May	7, 269 22	5, 657 24
June	8, 926 72	7, 578 69
July	8, 320 73	6, 808 02
August	12, 058 64	11, 592 59
September	9, 301 76	8, 653 40
October	9, 879 75	9, 234 33
Total for year.....	\$74, 332 28	\$66, 775 79

STATEMENT 3—*Showing Cash Receipts and Disbursements of the Grain Inspection Department of the City of Chicago for each month of the year ending October 31, 1872.*

Date.	Receipts.	Disbursements.		
		Registration.	Inspection.	Total.
1871. November	\$9,124 14	\$904 68	\$5,133 41	\$6,038 09
December	6,810 47	1,271 19	3,774 08	5,045 27
1872. January	3,366 19	876 41	3,626 73	4,503 14
February	2,718 93	1,065 82	3,130 70	4,196 52
March	737 58	658 33	3,406 92	4,065 25
April	998 35	1,037 29	2,986 53	4,023 82
May	2,420 00	674 58	3,399 33	4,073 91
June	5,857 24	1,202 26	3,420 22	4,622 48
July	7,578 69	675 68	4,658 89	5,334 57
August	6,808 02	1,052 50	4,520 81	5,573 31
September	11,592 59	827 27	4,953 08	5,780 95
October	8,653 40	2,028 44	5,618 10	7,646 54
Totals.	\$66,665 60	\$12,274 45	\$48,629 40	\$60,903 85

THOS. AKIN,
Cashier Inspection Dept.

PAPER "B."

REPORT OF STEPHEN CLARY,

WAREHOUSE REGISTRAR,

For the Year ending November 30, 1872.

R E P O R T .

OFFICE OF THE WAREHOUSE REGISTRAR,
CHICAGO, November 6, 1872.

HON. G. KOERNER,

Chairman Railroad and Warehouse Commissioners, Springfield :

DEAR SIR—For the year ending on the 1st inst., there have been returned to this office for registration, by the local inspectors, from the grain elevators in this city, 154,255 cars, and 1,036 canal boat loads of grain; of which 5,370 cars and 167 canal boats were not registered. During the last winter, while the elevators were so much in want of room for storage, a considerable number of car loads of grain were transferred direct to vessels; and, during the season of navigation, many canal boat loads are disposed of in the same manner. There have, also, been a large number of boat loads transferred to vessels by floating elevators. The amount so transferred was 2,004,027 bushel of corn. Receipts are not issued for any of the above mentioned grain.

The number of bushels of grain contained in the cars and boats, returned for registration, is as follows :

Wheat.....	10,981,969
Corn.....	41,008,920
Oats.....	10,169,307
Rye.....	637,695
Barley.....	3,367,100
Total bushels stored.....	66,164,991

Until recently the warehousemen in this city have persistently refused to adopt a complete system of "registration and cancellation," as required by the law of 1871, on the pretence that it was an unnecessary and unwarrantable interference with their private business. They refused to take out a license, as required, or to make full and accurate reports to the Registrar, or furnish him such information as would enable him to "keep a full and correct record of all receipts issued and canceled." They did furnish the information, to enable him to "keep a correct account of the grain received and delivered."

The destruction by fire of the Iowa elevator, in August last, and the subsequent bankruptcy of a leading elevator firm, have disclosed, what has been long suspected by many, that, under the old system, it was

possible to keep on the market warehouse receipts in excess of the amount of grain in store to redeem them. All of the firms now doing business made their reports to this office, with regularity, of the numbers of the receipts canceled, on which grain had been shipped. This others did not, but such reports as they did make were in such shape, and at such irregular intervals, that it was impossible for the registrar to conjecture, much less to "keep an accurate account," of receipts canceled. Subsequent discoveries have made certain that the firms in question were in the habit of shipping out large quantities of grain without canceling a corresponding amount of receipts, and also of re-issuing or hypothecating the receipts which had been taken in and on which grain had been actually shipped.

Unfortunately there was no provision in the law for punishment for violation of the requirement to furnish such information as would have detected these frauds at the time. The Legislature, no doubt, supposed a revocation of the license required to be taken out would be an ample remedy. Suit was commenced, by order of the Commissioners, in our circuit court, for overcharging, and thrown out for want of penalty.

About the 20th of August last a conference was had between the warehousemen and a number of our leading bankers, which resulted in an agreement, on the part of the former, to commence, on the 1st of September, a system of "cancellation" and of reports to the Registrar, that will effectually detect any frauds of the character stated. These reports have been made since that time with commendable promptness and accuracy. The canceled receipts are shown to the Registrar, and by him checked off with their statements. Those, in turn, are checked with the reports of shipments by the local inspectors at the elevators; and thus it will be impossible for a shipment of grain to be made without the cancellation of a corresponding amount of receipts, or an exposure of the fraud. The mode of cancellation adopted by the warehousemen is, to mark off or punch out the signature to the receipt. The law requires them to mark across the face of each receipt so canceled the word "canceled," and the name of the person canceling the same.

I have the honor further to report the near completion of three additional elevators—all of large capacity. The owner of one of them announces his determination to take out license, and to fully comply with the law. Doubtless, when a decision is had on the case now pending in the Supreme court, the other elevator firms will follow the example.

Your obedient servant,

STEPHEN CLARY,
Warehouse Registrar.



PAPER "C."

REPORT OF J. H. ROWELL, ESQ.,
STATE'S ATTORNEY.

ARGUMENTS FOR THE PEOPLE AND FOR THE RAILROAD COMPANY,
AND THE DECISION OF JUDGE TIPTON, IN CASE:

THE PEOPLE OF THE STATE OF ILLINOIS, <i>ex rel.</i> GUSTAVUS KOERNER, RICHARD P. MORGAN, JR., DAVID S. HAMMOND, RAILROAD AND WAREHOUSE COMMISSIONERS,	} <i>Quo warranto.</i>
<i>vs.</i> THE CHICAGO AND ALTON RAILROAD COMPANY.	

“C,” 1.

R E P O R T

To the Railroad and Warehouse Commissioners of the State of Illinois :

The undersigned, State's Attorney for the 8th judicial district of said State, and special counsel employed by said State, respectfully reports : That pursuant to a petition of the Railroad and Warehouse Commissioners of said State, presented to the circuit court of McLean county, at the December term, 1871, leave was granted to file an information, in the nature of a *quo warranto*, against the Chicago and Alton Railroad Company, for an alleged violation of the provisions of an act, entitled “An act to prevent unjust discriminations and extortions in the rates to be charged by the different railroads in this State for the transportation of freights on said roads,” approved April 7, 1871 ; in force July 1, 1871. That on the 5th day of December, 1871, pursuant to such leave, an information, in the nature of a *quo warranto*, was filed in the circuit court of McLean county, setting forth that the Chicago and Alton Railroad Company had, repeatedly, transported lumber from Chicago to Lexington, a distance of 110 miles, and charged and received therefor the sum of \$5.65 per M feet, as toll and compensation for such transportation ; and that, during the same time, the said defendant transported like lumber from Chicago to Bloomington, a distance (126 miles) greater than from Chicago to Lexington, and charged and received for such transportation \$5.00 per M feet, and no more. The lumber transported to Bloomington, over the road, passed through Lexington.

The defendant pleaded, admitting the facts alleged in the information, and setting up divers acts of the Legislature, by which it is incorporated, and insisting that pursuant to such acts it has the right to fix tolls for the transportation of property at its discretion, and that the act of 1871 is in violation of the contract made with it by the Legislature in its charter, and is therefore void, under the provision of the constitution of the United States forbidding any State to pass any law impairing the obligation of contracts.

To this plea a general demurrer was interposed, and the case came up for hearing on that demurrer. The case was argued, orally, at the May

term of that court, early in July, 1872, and was taken under advisement. Afterward the counsel for the railroad company, by consent of the counsel for the State, filed a printed argument in the case, a copy of which is hereto appended. To that argument the counsel for the State filed a reply, a copy whereof is hereto appended.

After consideration, the Hon. T. F. Tipton, Judge of said court, filed a written opinion, a copy whereof is hereto appended, and thereupon, in pursuance of such decision, a final judgment was rendered, declaring all the corporate franchises and privileges of the said defendant forfeited, and ousting the said defendant therefrom.

From this judgment the said defendant has taken an appeal to the next term of the Supreme Court of the State, to be held in January, 1873, when it is expected the case will be presented for final hearing.

J. H. ROWELL,

State's Attorney.

Bloomington, Ills., Nov. 30, 1872.

HAMILTON SPENCER, } *Of Counsel.*
R. M. BENJAMIN.

"C," 2.

IN THE CIRCUIT COURT OF McLEAN COUNTY.

The People of the State of Illinois, ex. rel. Gustarus Koerner, Richard P. Morgan, Jr., and David S. Hammond, Railroad and Warehouse Commissioners,

vs.

The Chicago and Alton Railroad Company.

Quo warranto.

BRIEF OF MR. BECKWITH ON DEMURRER TO PLEA.

The present proceeding is an information in the nature of a *quo warranto*, commenced upon the relation of the Railroad and Warehouse Commissioners, for the purpose of obtaining an adjudication, that the defendant has forfeited its franchises for a violation of the act of the General Assembly, approved April 7, 1871, entitled "An act to prevent unjust discriminations and extortions in the rates to be charged by the different railroads in this State for the transportation of freight on said roads."

The information alleges that the defendant was, at the time of the committing of the grievances complained of, and is still, a railroad corporation, organized under the laws of this State, and engaged in the business of transporting merchandize between Chicago and East St. Louis, and between those places and intermediate ones, and between such intermediate places, respectively. That the line of the defendant's road extends from Chicago through Lexington and Bloomington, and that the defendant had repeatedly charged and received for transporting lumber from Chicago to Lexington, a distance of 110 miles, the sum of \$5.65 per 1000 feet, while at the same time it had only charged and received for the transportation of like lumber from Chicago to Bloomington, a distance of 126 miles, the sum of \$5 per 1000 feet—by means of which acts the information alleges that the defendant forfeited its franchise, and has, since such forfeiture, wrongfully exercised the privileges conferred by its charter. The defendant, by its plea, admits that

it has repeatedly charged and received \$5.65 per 1000 feet for the transportation of lumber from Chicago to Lexington, while it, at the same time, charged and received only \$5 per 1000 feet for the transportation of like lumber from Chicago to Bloomington. The several acts of the General Assembly, under which the defendant claims its powers, are set forth, and the defendant claims, by virtue thereof, that it had the right to make and receive the charges mentioned. The plea further alleges that the charges for transporting lumber from Chicago to Lexington were fixed and established by the president and board of directors of the defendant as reasonable, and were in fact reasonable. That the charges for transporting lumber from Chicago to Bloomington were unreasonably low, but were adopted in order to compete with the Illinois Central Railroad Company, so as to protect the customers of the defendant from an attempted injury in the reduction of the rates by the Illinois Central Railroad Company. To this plea the people replied, that the charges mentioned from Chicago to Lexington were unreasonable and excessive, and demurred to the residue of the plea. The replication has been stricken from the files.

I.

The people are not allowed to demur to a part of a plea.

From an early period the Crown was allowed privileges in pleading not allowed to ordinary suitors, and among the privileges thus allowed was that of replying to the whole or to a material part of a plea, and at the same time demurring thereto. But the Crown was never allowed to select such portion or portions of an entire plea, as it thought proper, and demur thereto. The replication may be to a material allegation, for the reason that without such allegation the plea would be bad. If the truth of the replication to a material part of a plea is sustained, the whole plea fails. The defendant, by its plea, asserts that all of the facts stated by it, taken together, are a defence; and if a demurrer to a part of the plea were allowable, it would be equivalent to saying, that although all the facts stated are a defense, yet such portions of them as are specified by the people are not so. The people never had the right to select a portion of an entire plea, and allege that such portion was no defense. *Reg. v. Diplock*, 10 Best and Smith, 174.

II.

The defendant, by the several acts of the General Assembly, sets forth in its plea, was expressly authorized to fix, establish, take and receive such rates of toll for all passengers and property transported, as the directors should from time to time establish.

In considering whether the act of April 7, 1871, was in violation of the contract between the State and the defendant, it is material to as-

certain the terms of that contract. The original corporators and their successors were authorized to construct a railway, and transport persons and property thereon. In so doing they were authorized to act in a corporate capacity, and to transmit their interest in the enterprise in a manner unknown to the common law. The artificial person thus created was authorized to contract and be contracted with, to sue and be sued, and exercise substantially for the purposes of its creation, all the powers of a natural person. It was especially authorized to fix, establish, take and receive such rates of toll for all passengers and property transported, as its directors should from time to time establish. The corporators of the present corporation were authorized to acquire for themselves and their successors, by purchase, transfer or conveyance, all the rights, franchises and privileges, theretofore conferred upon the old corporation. Such rights and privileges were acquired, and the new corporation was especially authorized to fix rates of toll for the transporting of freight and passengers over its railroad. From the provisions of the several acts of the General Assembly just mentioned, it is apparent that the State contracted with the railroad company that it should have the right to fix rates of compensation for the transportation of freight and passengers, in clear and explicit terms. The language employed does not require any construction or interpretation. The State, on its part, says: "If you will undertake the enterprise mentioned, and perform the duties required of you, you shall have the right to fix the rates of compensation to be charged by you for the transportation of freight and passengers."

The corporators accepted of the proposition, and undertook to perform the duties imposed upon them. It is conceded by the people that as to some of the matters mentioned in the charter of the defendant, the parties had power to contract, and it is not denied that the language employed is sufficient to give to the defendant the right which it claims. It has been mentioned, *arguendo*, that the State did not give the right claimed for any specific time, but the suggestion is not insisted upon, for the obvious reason that the right to fix rates is co-extensive in time with the authority of the defendant to transport persons and property.

III.

The contract on the part of the State.

In considering the nature and extent of the contract of the State, it may be well to notice those acts which the corporators might have done without legislation. The corporators at common law had a right to construct a railroad, gravel road, macadamized or other road, on their own land, and use such vehicles and motive power thereon as they thought proper. There was never any objection to a railway crossing a highway if the public was not disturbed in its easement. The owner of land over

which a highway passed was the owner of it for all purposes, subject to the public easement, and so that the public was not disturbed in its right, the owner might use the land for any lawful purpose. At common law, the corporators might have become common carriers, by land or by water, and have used in their business, carriages or vessels, propelled or moved by steam or other motive power. They were at liberty to fix, charge and receive reasonable rates for transportation, and while they would have been required to transport persons and property for all persons alike, under the like circumstances, they might have charged and received a larger sum for carrying a shorter distance than for a longer one. Compensation for transportation of persons and property was not a toll at common law, and none of the incidents of a toll were attached thereto. At common law, toll was a tax demandable by the subject under the authority of the government, and was limited to those acts for which a tax might be levied, and as an incident to every toll was the right of distress. Comyn's Digest, Title Toll. Viner's Abridgment, Title Toll.

Compensation for transporting persons and property was not a tax, and common carriers, whether natural or artificial persons, never had the right to distrain to compel payment of their charges.

From these considerations it is evident that the defendant's franchise was not that the corporation might construct a road, or that they might use vehicles propelled or moved by steam, or that they might charge and receive compensation for carrying persons and property. The franchise was, that the corporators and their successors might transact the business of constructing, maintaining and operating a road, and of transporting persons and property thereon as a corporation, with all the powers of a natural person; among which was that of fixing, charging and receiving a reasonable compensation for transporting persons and property as common carriers.

If the Legislature had authorized Benjamin Godfrey, and his associates, to act as a corporation in the transaction of the business of common carriers, between Chicago and St. Louis, the contract on the part of the State would have been the same in its legal effect as the charter of the defendant. If the act incorporating the parties had expressly stated that the corporation should have the right to fix its compensation for transporting persons and property, nothing in contemplation of law would have been added thereto. A common carrier has the right to compete with rival carriers for business, and for that purpose may carry a longer distance for a less sum than for a shorter one. The charges for the shorter distance are required to be reasonable, but charges for a longer distance are not a criterion for fixing the charges for a shorter one. In the application of this rule, it makes no difference whether the carrier is a natural or artificial person,

as the one owes the same duty to the public as the other. Discrimination as to rates between different places results from natural laws, and without regard to them, business cannot be successfully prosecuted. It frequently occurs that between the termini of a railroad there is water communication, and in order to compete with transportation by that route, low rates must be necessarily charged. As, for example, between Chicago and Green Bay, Chicago and Marquette, Chicago and New York, East St. Louis and Rock Island. And no one will pretend that it is practicable to make rates for all intermediate stations by an average per mile of the through rates. The power to make discrimination as to rates between different places is essential to the business of a common carrier and a necessary part of it. The proper exercise of the power results in benefits to the public, and no good reason can be assigned why a carrier by water should have this power and the carrier by land should be deprived of it, or why natural persons should have this power and an artificial one should not have it. It is evident that the State in authorizing the defendant to act as a common carrier, undertook that it should have all the powers and privileges and be subject to all the duties of a natural person. Without express words to that effect, artificial persons are responsible to the same extent as natural persons, have the same lien for their charges, and have in other respects the same rights. At common law it was a violation of the obligation of a common carrier to charge unreasonable and excessive compensation for the discharge of any of his duties, and a carrier authorized to transact business in a corporate capacity who makes excessive and unreasonable charges violates its duty to the public, and abuses the purpose of its creation. Common carriers, acting under a charter, or without one, are alike liable for any abuse of the public in their charges.

IV.

The defendant might properly charge a greater compensation for transporting persons and property to Lexington, a shorter distance, than to Bloomington, a longer distance.

The plea admits that such charges were made, and asserts that the defendant had a right to make them in order to compete for business to Bloomington with the Illinois Central Railroad Company.

Railroad companies have always claimed and exercised the right to make reductions of rates under such circumstances, and so far as my research has extended, that right has never been judicially challenged in this country.

In Great Britain acts of Parliament have to a great extent regulated the tariff rates of railway companies.

The Railways and Canal Traffic Act of 17 and 18 Vict. C. 31 (1854) provides that: "Every Railway Company, Canal Company and Railway and Canal Company shall, according to their respective powers, afford all reasonable facilities for the receiving and forwarding and de-

livering of traffic, upon and from the several railways and canals belonging to, or worked by such companies, and for the return of carriages, trucks, boats and other vehicles; and no such company shall make or give any undue or unreasonable preference or advantage to, or in favor of any particular person or company, or any particular description of traffic, in any respect whatsoever, nor shall any such company subject any particular person or company, or any particular description of traffic, to any undue or unreasonable prejudice or disadvantage, in any respect whatsoever; and every railway company or canal company, and railway and canal company, having or working railways or canals, which form a part of a continuous line of railways, or canal or railways and canal communication, or which have the terminus, station or wharf of the one near the terminus, station or wharf of the other, shall afford all due and reasonable facilities for receiving and forwarding all the traffic arriving by one of such railways or canals, by the other, without any unreasonable delay, and without any such preference or advantage, or prejudice, or disadvantage as aforesaid, and so that no obstruction may be offered to the public desirous of using such railways or canals, or railways and canals, as a continuous line of communication, and so that all reasonable accommodation may, by means of the railways and canals of the several companies, be at all times afforded to the public in that behalf."

The right of railway companies to charge for the carriage of freight a less sum for a longer distance, than for a shorter one, under the act above mentioned, has been the subject of much judicial discussion. The question was before the Court of Common Pleas of England in *Ransome's case*, 1 C. B. N. S. 437, and in *Oxlade's case*, 1 C. B. N. S. 454; and again in the case of *in re Harris and the Cockermouth Railway Company*, 3 C. B. N. S. 692, the question was raised. In the latter case Chief Justice Cockburn said: "The court has already intimated, if not absolutely decided, that a railway company is entitled, in determining the rate of tolls they will impose upon any particular traffic, to take into consideration many circumstances, either of a general or of a local character, which may enable them to charge less in some cases than in others. As, for instance, if a company were to lay down a rule that, if a given quantity of coal, or any other commodity, were brought to them to be carried at one time, or at regular intervals, they would charge for it at a lower rate than they would charge for a smaller quantity, or for goods brought at uncertain times, in consideration of the difference of cost of working the line; that might be a fair and legitimate ground for a difference of charge. So, also, if a company made a difference in the rate of charge between terminal and intermediate traffic, there might exist fair reasons to justify them in so doing. As to the former, there might be competition with another line, which would make it their

interest to reduce the charge to the lowest possible scale, or increased traffic, which would enable them to carry cheaper in proportion to the distance."

In the same case, Crowder, J. said: "In one of the earliest cases that came before us under this statute, Ransome's case, 1 C. B. N. S. 437, (E. C. L. R., vol. 87) and in Oxlade's case, 1 C. B. N. S. 454, it was laid down, that in determining the propriety of varying their charges, it was fair and just to take into consideration the circumstances of the difference of cost to the company, as, for instance, in the carriage of larger quantities at regular intervals, as compared with smaller and irregular consignments. There are many cases, as my Lord has suggested, where a comparatively lower charge may be justified for what is called through traffic, from terminus to terminus, than for a traffic to and between intermediate stations." *In re Ransome*, 1. C. B. N. S. 448 Bovill said, *arguendo*: "It is a common and understood practice on the part of the railway companies to carry at reduced fares where there is competition. For instance, the Great Western Railway Company, in order to compete with the South Western, carry passengers at this moment, from London to Reading for two shillings, and yet the charge to Slough, which is a considerable less distance, is more than double that sum. Nobody has yet been ingenious enough to suggest that the Slough passengers have any cause of complaint." Counsel referred to *in re Caterham Railway Company*, 1 C. B. N. S., 410, 418, in which the precise question arose, and it was conceded that such a reduction of rates was allowable, for the purpose of competition. The case of *The Attorney General ex rel. Dicey, vs. Birmingham and Derby Junction Railway Company*, 2 English Railway and Canal cases, 124, is decidedly in point. The Birmingham and Derby Junction Railway commenced at Derby and extended to London, passing through Hampton-in-Arden. The company charged two shillings passenger fare from London to Derby, and at the rate of eight shillings for intermediate stations, making the fare from the termini to intermediate stations greater than the fare between the termini. The company was required to carry all passengers and goods equally, and after the same rate per mile, or per ton per mile. Complaint was made to the Lord Chancellor, that the facts above stated were a violation of the act. The Lord Chancellor characterized the complaint as one asking him to interfere to prevent the company carrying passengers at too cheap a rate. He says: "This is evidently the true complaint; because it is not denied that they carry those who are going to Hampton-in-Arden at the charge which they are authorized to make, but persons traveling under other circumstances, not intending to stop there, but going on to London, are, according to the Attorney General's complaint, charged two shillings instead of eight shillings. Now, I do not know who will suffer by that arrangement, whatever may be the cause of it."

In re Jones and Eastern Counties Railway Company, 3 C. B. N. S 718, the plaintiff applied for a writ requiring the defendants to grant to him a season ticket to travel on their line from Colchester to London and back, upon the same terms as they granted similar tickets to other persons, from Harwich to London and back. Harwich is 70 miles from London, and the defendant's road runs through Colchester, which is 50 miles from London. For a first-class season ticket, from Colchester to London and back, the charge was £45 a year, while the charge for a first-class season ticket from Harwich to London, was only £20 a year. The passengers passing to and from Harwich were necessarily obliged to pass through Colchester. The result was, that local passengers traveling only 50 miles, were charged more than twice as much as through passengers traveling 70 miles on the same route, and in the same cars.

The court held that the rates charged, under such circumstances, were not an undue and unreasonable preference, and that such charges were not oppressive, injurious or unjust.

Williams, J., said: "At this moment there is active competition at Reading between the Great Western and South Western Railways; the consequence is, that considerable less is charged for tickets from that place to London, and *vice versa* than for intermediate stations."

Hozier v. Caledonian Railway Company, Scotch Sessions Cases, vol. 17 (N. S.), p. 302, is very much in point. There the complainant, who resided at Maudslie Castle, in the vicinity of the Motherwell Station of the Caledonian railway, stated in his petition that he had frequent occasion to travel upon that railway between the Motherwell Station and Edinburgh and Glasgow, the termini of the line; that the fares exacted from passengers traveling from Motherwell Station to Edinburgh, being a distance of about forty-three miles, and *vice versa*, were 9s. 6d. by first-class carriage, and 6s. 4d. by second-class carriage—by parliamentary train these fares being reduced to 6s. 4d. and 3s. 7d., respectively; that, from Motherwell to Glasgow, being a distance of about sixteen miles, the fares exacted were, for the first-class 2s. 6d., and for the second class 1s. 10d., and in the parliamentary train 1s. 10d. and 1s., respectively; that the fares exacted from passengers traveling from the intermediate stations were at the same rate, in proportion to the distance, as the fares between Motherwell and Edinburgh and Glasgow, while the fares exacted from passengers traveling along the whole line from Edinburgh to Glasgow, or *vice versa*, were 2s. by first-class carriage, and 1s. by third-class carriage; that the rates above mentioned, charged to the petitioner and his family and dependents for traveling on the Caledonian railway, between Edinburgh and Motherwell, and Motherwell and Glasgow, respectively, as compared with the rates charged to passengers traveling through, between Edinburgh and Glasgow, amounted to an

undue and unreasonable preference to, and in favor of, such through passengers over the petitioner and others traveling between Motherwell and Edinburgh, or Motherwell and Glasgow, or intermediate places, and the charging of such rates as were charged to the petitioner and his family and dependents, as aforesaid, was, in the circumstances, in violation and contravention of the provisions of the statute; and that the petitioner was aggrieved by being charged 9s. 6d. for traveling between Motherwell and Edinburgh, a distance of 43 miles, while passengers traveling in the same train, and the same class of carriage, between Glasgow and Edinburgh, a distance of 59 miles, paid only 2s. The court held that this was no violation of the statute. The Lord President McNeil said: "I do not see that this petitioner has shown any interest at all. I put the question whether he suffered any disadvantage by the proportional rating complained of, and the answer was, that he did not complain of any disadvantage, but he did not choose that parties traveling from Edinburgh to Glasgow should enjoy the benefit of a cheaper mode of traveling than he himself could enjoy. It does not appear to me to be a matter which the statute provides for at all. It provides for giving undue preferences to parties *pari passu* in the matter; but you must bring them into competition, in order to give them an interest to complain. If two towns were situated on the line of railway, and the market day of Edinburgh being Wednesday, if the railway company were to resolve to carry goods on the Tuesday from the one burgh, and resolved not to carry goods at all from the other burgh till Thursday, for the same destination, that would be a competition of interest, and a well-founded ground of complaint under the statute, at the instance of parties connected with the second station by residence or traffic, because in that case there would be an undue preference of one competing interest over another. But there is nothing of the sort here. No injury is done to the party complaining. And it is always to be regarded in a matter of this kind, that a company reducing rates to all parties traveling along their line, do so at their own risk, and they themselves are the parties who suffer." And Lord Curriehill said: "What is this complaint? The only case stated in the petition is, that passengers passing from Glasgow to Edinburgh, or from Edinburgh to Glasgow, are carried at a cheaper rate than passengers from Mid Calder to either of these places. Now, that is an advantage, no doubt, to those passengers traveling between Edinburgh and Glasgow, but is it an unfair advantage over other passengers traveling between intermediate stations? The complainer must satisfy us there is something unfair or unreasonable in what he complains of, in order to warrant any interference. Now, I have read the statement in the petition, and I have listened to the argument in support of it, to find what is unreasonable in giving that advantage to through passengers. What disadvantage do Mid Calder passengers

suffer by this? I think that no answer was given to this, except that there was none."

Strick vs. Swansea Canal Company, 16 C. B. N. S. 245. By the act of 8 and 9 Vict. C. 28, the defendants were bound to charge tolls to all persons, and at the same rate per mile or per ton per mile in respect to all boats and all goods passing along or using the same part of the canal under like circumstances. The defendant charged 1½d. per ton per mile for the carriage of the plaintiff's coals, a distance of 4½ miles, whereas other persons, whose coals were carried along the canal for distances varying from 3¾ to 10¾ miles, were charged only ¾d. per ton per mile. From the points where the lower rate was charged, the defendants were subject to an active competition with the Swansea Vale Railway Company, whereas no such competition existed from the point where the plaintiff's coals were shipped. Advantages were secured to the defendants by the persons receiving lower rates guaranteeing a minimum of tolls to be paid to the defendants. The court said that the case fell exactly within the principle which had been laid down as to railway companies by many cases in that court, where it had been held that the company was guilty of no violation of the Traffic Act of 1854, in carrying large guaranteed quantities of any description of goods for long distances, and in full train loads, at a lower rate than they will carry small quantities for less distances and without such guaranty. Byles, J., said: "That the defendant was required to carry for all persons alike, under like circumstances. Among the circumstances, is the circumstance of the goods coming a longer distance of the canal, and that the coals of the plaintiff were not carried under the like circumstances with those carried for the other parties." The cases of *in re Oxlade* and the North Eastern Railway Company, 15 C. B. N. S. C. 80; *in re Jones* and the Eastern Counties Railway Company, 3 C. B. N. S. 718; and *in re Nicholson* and the Great Western Railway Company, 5 C. B. N. S. 366, were cited by the court as among a great number of cases, of which those were the most recent, wherein the principle had been laid down and acted upon by that court.

Baxendale vs. The London and South Western Railway Company, 1 L. R. Exch., p. 137. The defendant charged for the transportation of merchandise from London to Southampton, a greater rate per ton per mile than it charged for carrying similar merchandise to Cowes, passing through Southampton on the route. During the argument, Martin B. said: "Do you insist that between two stations on the defendants' line, you could compel them to regulate their fares by an average of the distance all along the line? And what difference does it make that this place is beyond the line?" Pegott, B. said: "The plaintiffs must show that the charge made to them is not the same as that made to other persons under the same or similar circumstances; but how will they

show that? To be in the same circumstances they must go to Cowes; but, in fact, they only go to Southampton. Is it not similar to the case of fares, say for instance, from London to Reading or to Brighton, lower than fares to intermediate stations?" The court held that the charge of a higher rate for carrying freight for a shorter distance than a longer one, was not a violation of the railway act forbidding preference or advantage; and that such charges might properly be made.

The propriety of making greater charges for a shorter than for a longer distance, for the carriage of freight, as well as passengers, in order to meet competition, is so well settled in England that it is assumed by courts and counsel, as beyond all controversy. The carriage under such circumstances, is for all persons alike, to and from the same places. And so in this case, the carriage was for all property alike to Lexington. The same circumstances did not exist as to the carriage to Lexington, as existed relative to the carriage to other places; there was no competition to Lexington. The carriage to Bloomington was under circumstances differing from the carriage to Lexington. The competition for the carriage to Bloomington was a circumstance that the defendant might take into consideration and arrange its charges in reference thereto. Such has been the uniform practice in this country, as well as in England. The public are benefited, and no one is injured thereby. A number of our prosperous towns and cities have contributed largely to the construction of railways, in order to have the benefits resulting from competition. Experience has demonstrated it to be the life of traffic, as well as of trade. But the framers of the act of April 7, 1871, made the remarkable discovery that competition was injurious to the community, and endeavored by legislation to prevent it.

The General Assembly, by the act of April 7, 1871, assumed to adjudge that the rates theretofore charged by railway companies were unreasonable, and that the discriminations theretofore made by them were unjust.

It is admitted that such companies were not authorized to charge unreasonable rates or make unjust discriminations, but who is to judge whether the rates charged were reasonable or unreasonable, whether the discriminations made were just or unjust. This question is fully discussed in *Commonwealth vs. Proprietors of New Bedford Bridge*, 2 Gray 539, and to the opinion of the court, nothing can be added. The court say:

"We are here brought directly to the question, whether the defendants are bound to comply with the provisions of St. 1851, C. 318, by which they are required to erect and maintain a new draw in their bridge across the channel of the river, to be built of the size and in the manner herein specified; and are liable to indictment, solely for a neglect and refusal to carry its requisitions into effect. Applying to the

original charter of the defendant, as we are bound to do, the ordinary rules regulating the interpretation and construction of contracts, it will be found that the extent of the duty imposed on them, respecting the erection and construction of the draws over the channel of the river, is clearly set out and defined. They are to erect 'suitable draws, which shall be at least thirty feet wide;' that is, the minimum width of the draws is prescribed. In all other respects in their construction, materials, dimensions and operation, they are to be adapted to the locality in which they are to be erected and to the wants and necessities of those who may have occasion, from time to time, to use them for the purpose of navigating the river above and below the bridge. The corporation could not legally make either draw less than 30 feet wide; they were not bound to make it of greater width, unless the convenience and accommodation of the public, having occasion to pass the bridge, or to navigate the river, rendered its enlargement proper and necessary. These were the terms and conditions prescribed by the Legislature on the subject of the erection and maintenance of the draws over the channel, upon the faith of which the defendants accepted the charter, assumed the duties imposed by it on them, and expended their money in the construction of the bridge. No power to amend or change the charter was reserved to the Legislature. The respective rights and duties of the parties to the contract must, therefore, be determined solely by its original provisions. Tried by this test, there can be no doubt that the St. of 1851, C. 318, imposes new and additional burdens on the defendants, not contemplated by their act of incorporation. It raises the minimum width, prescribed for the draw over the channel, from thirty to sixty feet; it requires the defendants to make and maintain a new draw in lieu of the one then existing, to be not less than sixty feet in width, and to remove the westerly abutment thereof to a point eight feet further to the westward than the westerly abutment of the existing draw; and directs that this draw shall be constructed within six months from the passage of the act, in such manner as shall be approved by a commissioner to be appointed for the purpose by the Governor, the expense of such commissioner to be paid by the corporation. It certainly requires no argument to prove that these requirements are of an onerous character, and that they materially change the nature of the structure which the defendants were required to erect by their original charter. Indeed, this is not denied by the learned counsel for the Commonwealth. But it is urged, and this constitutes the stress of the argument on this part of the case, that the use of the term "suitable" in the act incorporating the defendants, as applied to the construction of the draws, being a term in its nature indefinite and uncertain, did not fix and absolutely settle the duty and obligation of the defendants in this particular; that these, with the excep-

tion of the minimum width of the draw, were thereby left open and undetermined, and by necessary implication the Legislature have the right reserved to them of regulating, from time to time, the construction of the draws, and of prescribing what shall be suitable as respects their location, materials and dimensions. But we cannot yield to the force of this argument. It is founded on an entire misapprehension of the relations of the parties, as created by the act of incorporation. They are but parties to a contract. Each has equal rights and privileges under it, and neither can interpret its terms authoritatively, so as to control and bind the rights of the other. The Commonwealth has no more power or authority to construe the charter, than the corporation. By becoming a party to a contract with its citizens, the government divests itself of its sovereignty with respect to the terms and conditions of the compact, and its construction and interpretation, and stands in the same position as a private individual. If it were otherwise, the rights of parties contracting with the government would be held at the caprice of the sovereign and exposed to all the risks arising from the corrupt or ill-judged use of misguided power. The interpretation and construction of contracts, when drawn in question between the parties, belongs exclusively to the judicial department of the government. The Legislature have no more power to construe their own contracts with their citizens, than those which individuals make with each other. They can do neither without exercising judicial power, which would be contrary to the elementary principles of our government, as set forth in the Declaration of Rights, Art. 30. No better illustration of the dangerous consequences which would follow from a different doctrine could be had, than is afforded by the case at bar. If the Legislature have the power to decide upon the true meaning of the terms of the contract, and to determine what shall be deemed suitable in the construction of the bridge and draws, there can be no limit placed upon the exercise of this power. If they have the right to prescribe a draw of sixty feet in width, they may hereafter require the defendants to extend it to one hundred feet, or to build it across the entire space between the shore and the adjacent island. So, too, in regard to the construction of the bridge itself. The act of incorporation required that it should "be well built, at least twenty-four feet wide, of good and suitable materials." By parity of reasoning, it would be competent for the Legislature to enact that the bridge should be rebuilt one hundred feet in width, and be constructed of iron. In a word, the argument leads directly to the conclusion that the Legislature have the power to annex new and onerous conditions to the contract at their pleasure, and thus effectually destroy the value of the franchise granted to the defendants. Such a doctrine cannot be maintained without overthrowing all the salutary and well established principles applicable to this species of contract between the

government and its citizens. For these reasons we are of opinion that the act of 1851, C. 318, *ex proprio vigore*, has no binding force upon the defendants, and that this indictment cannot be sustained against them upon proof of a neglect and refusal to comply with its requisitions.

But it by no means follows that the defendants are not liable to prosecution, if they have failed to fulfil the duty imposed upon them by the original charter with respect to the construction of the draws in their bridge. If the legislature have no power to determine absolutely what is suitable in this particular, neither have the defendants * * *

Whether the defendants have in fact complied with the terms of their charter, by constructing their draws in a suitable manner, so as not unreasonably or unnecessarily to obstruct or impede public navigation is a question which neither the legislature nor the defendants can determine absolutely, without the assent of the other, when it is drawn in question between the defendants and the Commonwealth. Like all other matters involving a controversy concerning public duty and private right, it is to be adjusted and settled in the regular tribunals, where questions of law and fact are adjudicated on fixed and established principles, and according to the forms and usages best adapted to secure the impartial administration of justice.

V.

The relators claim that the State had no power to make a contract that the defendant might fix its rates of compensation for transporting persons and property.

Consideration of the rights of the defendant by virtue of its charter involves inquiry relative to the power of the State to contract, the capacity of the defendant to be contracted with, and the nature of the contract under which the defendant claims its rights.

If the State had power to contract and the defendant had the capacity to be contracted with, and the contract was of that nature which the State might make without surrendering any of its inalienable rights, it is submitted that rights were acquired by the defendant, which could not be impaired by subsequent legislation.

First. As to the power of the State to contract. In *Fletcher v. Peck*, 6 Cranch, 87, it was held by the Supreme Court of the United States, that a grant by a State was a contract, and Chief Justice Marshall pertinently said, "If contracts made with the State are to be exempted from the operation of the Constitution of the United States, the exception must arise from the character of the contracting party, not from the words which are employed." The court held that a State had authority to contract and that it could not impair the obligations of its own contract, any more than it could that of a contract between individuals.

In *New Jersey v. Wilson*, 7 Cranch, 164, the same court held that a State had authority to contract; and Chief Justice Marshall said, "that in the case of *Fletcher v. Peck*, it was decided on solemn arguments and much deliberation, that the provision of the constitution extended to contracts to which a State were party, as well as to contracts between individuals."

In *Dartmouth College v. Woodward*, 4 Wheaton, 518, the authority of the State to contract was conceded, but it was insisted that the State could not contract with an eleemosynary corporation. The court said that "the immortality of the corporation no more conferred upon it political power or political character than immortality would confer such a power or character on a natural person. It was no more a State instrument than a natural person exercising the same power would be. If then a natural person employed by individuals in the education of youth, or for the government of a seminary in which youth is educated, would not become a public officer, or be considered as a member of the civil government, how is it that this artificial being, created by law for the purpose of being employed by the same individuals, for the same purposes, should become a part of the civil government of the country?"

The authority of the government to contract was asserted in the most emphatic language, and while the capacity of the defendant to be contracted with, and the nature of the contract were discussed, the abstract right of the State to contract was not denied.

In *Richmond, etc., Railroad Company v. Louisa Railroad Company*, 13 Howard, 71, Mr. Justice Curtis said: "It has been suggested by one of the defendant's counsel, that though the power of the legislature to enter into a contract for some exclusive privileges is not denied, yet that the legislature has not the power to grant such privileges as are here claimed by the complainants and, therefore, the State is not bound thereby. This is rested, not upon any express restrictions on the powers of the legislature, contained in the power in the constitution of Virginia, but upon the limitations resulting by necessary implication from the nature of the delegated power confided by the people of that State to the government. But if, as must be, and is admitted, it is one of the powers incident to a sovereign State to make grants of rights, corporeal and incorporeal, for the promotion of the public good, it necessarily follows that the legislature must judge how extensive the public good requires those rights to be. Whether the State shall grant one acre of land, or one thousand acres; whether it shall stipulate for the enjoyment of an incorporeal right, in fee, for life or years; whether that incorporeal right shall extend to one, or more subjects; and what shall be deemed a fit consideration for the grant in either case, is intrusted to the discretion of the legislative power, when that discretion

is not restrained by the constitution under which it acts. This has been the interpretation by all courts, and the practice under all constitutions in the country, so far as I know, and it seems to me to be correct. See *Piscataqua Bridge v. New Hamp. Bridge*, 7 N. H. Rep. 35, and cases there cited; *Enfield Bridge v. The Hart. & N. H. R. R. Co.*, 17 Conn., R. 40; *Washington Bridge v. State*, 18 Conn., R. 53."

In *The Binghampton Bridge* case, 3 Wallace, 72, Mr. Justice Davis said: "The constitutional right of one legislature to grant corporate privileges and franchises, so as to bind and conclude a succeeding one, has been denied. We have supposed, if anything was settled by an unbroken course of decisions in the Federal and State courts, it was that an act of incorporation was a contract between the State and the Stockholders. All courts at this day are estopped from questioning the doctrine. The security of property rests upon it, and every successful enterprise is undertaken in the unshaken belief that it will never be forsaken.

"A departure from it now, would involve dangers to society that cannot be foreseen; it would shock the senses of justice of the country, unhinge its interests, and weaken, if not destroy, that respect which has always been felt for the judicial department of the government. An attempt even to reaffirm it, could only tend to lessen its force and obligation. It received its ablest exposition in the case of *Dartmouth College v. Woodward*, which case has ever since been considered a landmark by the profession, and no court has since disregarded the doctrine, that the characters of private corporations are contracts, protected from invasion by the constitution of the United States. And it has since so often received the solemn sanction of the court, that it would unnecessarily lengthen this opinion to refer to the cases, or even enumerate them.

"The principle is supported by reason as well as authority. It was well remarked by the Chief Justice, in the *Dartmouth College* case, 'that the objects for which a corporation is created are universally such as the government wishes to promote. They are deemed beneficial to the country, and this benefit constitutes the consideration—and in most cases the sole consideration—for the grant.' The purposes to be attained are generally beyond the ability of individual enterprise, and can only be accomplished through the aid of associated wealth. This will not be risked unless privileges are given and securities furnished in an act of incorporation. The wants of the public are often so imperative that a duty is imposed on government to provide for them; and as experience has proved that a State should not directly attempt to do this, it is necessary to confer on others the faculty of doing what the sovereign power is unwilling to undertake. The legislature, therefore, says to public spirited citizens, 'If you will embark, with your time, money and

skill, in an enterprise which will accommodate the public necessities, we will grant to you, for a limited period, or in perpetuity, privileges that will justify the expenditure of your money, and the employment of your time and skill.' Such a grant is a contract, with mutual considerations, and justice and good policy alike require that the protection of the law should be assured to it."

In *Home of the Friendless v. Rouse*, 8 Wallace, 430, Mr. Justice Davis said: "The validity of this contract is questioned at the bar, on the ground that the legislature had no authority to grant away the power of taxation. The answer to this position is, that the question is no longer open for argument here, for it is settled, by the repeated adjudications of this court, that a State may by contract based on a consideration, exempt the property of an individual or corporation from taxation, either for a specified period or permanently. And it is equally well settled that the exemption is presumed to be on sufficient consideration, and binds the State, if the charter containing it is accepted."

The authorities upon this subject are collected in 3 Parsons on Contracts, p. 527 *et seq.*, and the writer comes to the conclusion, that: "It has been very solemnly, and we hope authoritatively decided, that a corporation is a person who may take a grant, as well as any individual; that a corporation created by the legislature, or adopted by the legislature, and endowed with certain powers and functions and property, the legislature reserving no interest in what is given them, and no control over the succession of persons who form the corporation, or over the exercise of their functions—such a corporation is a private corporation, to whom a franchise has been given by a grant, which is an executed contract, and that any deprivation of their property, or any disturbance or denial of their rights and functions, impairs the obligation of the contract. And if the legislature have reserved to themselves rights in the creation of such corporation, or in any grant to them, these reservations are to be strictly followed, whatever lies without them being as if there were no reservations whatever.

"That the charters of private, civil corporations—of which banks or insurance, turnpike and railroad companies are leading instances—are contracts, protected by this clause in the Constitution of the United States, seems to be well settled."

In *Boston and Lowell Railroad Corporation v. Salem and Lowell Railroad Company and others*, 2 Gray, 1-32, the court said: "We readily concede that, for general purposes of legislation, the legislature rightly constituted, has full power to make laws, to repeal former laws, and of course the last legislative act is binding, and necessarily repeals all prior acts which are repugnant.

"But in addition to the law-making power, the legislature is the representative of the whole people, with authority to control and regulate

public property and public rights, to grant lands and franchises, to stipulate for, purchase and obtain all such property, privileges, easements and improvements, as may be necessary or useful to the public, to bind the community by their contracts therefor, and, generally, to regulate all public rights and interests.

“It is under this authority that lands are granted, either in fee or upon any other tenure, that the uses of navigable streams and waters are regulated, the right to build over navigable rivers, to erect bridges, turnpikes and railroads, and other similar rights and privileges are granted and justified.

“Of the necessity and convenience of all roads and other public works and improvements, of their fitness, and the best mode of providing them, the established government of the State, acting by the legislature for the time being, must necessarily judge and determine. They must decide whether it is best to provide for them by funds from the public treasury, or to procure individuals to advance their own funds for the purpose, to be reimbursed by tolls, and to make just and adequate provisions incident to each. Supposing ferries or bridges are obviously necessary over a long and broad river, it is equally obvious that no public convenience would require them to be built parallel and close to each other; on the contrary, such erections would be an unnecessary waste of property. Would it not be for the legislature to decide within what stated and fixed distances from each other public convenience would require them? If they were erected by funds drawn directly from the State, the legislature would plainly have the power to determine such distances, and provide that no one should be built within the distances thus fixed. May they not, with a due regard to the public exigencies and public interests, do the same thing when such public works are erected by individuals at the instance and procurement of the government for public use? Were it otherwise, and were all such grants and stipulations repealable by a subsequent legislature, because they are in the form of laws, then the unlimited power of the legislature to alter and change the laws, sometimes called, rather extravagantly, the omnipotence of parliament, would be a source of weakness, and not of strength.

“In making such grants and stipulations, no doubt great caution and foresight are requisite on the part of the Legislature, a just estimate of the public benefit to be procured, and the cost at which it is to be obtained; and as great changes in the state of things may take place in the progress of time, a great increase of travel, for instance, on a given line, which changes cannot be specially foreseen, it is the part of wisdom to provide for this, either by limitation of time, reservation of a power to reduce tolls, should they so increase, at the rates first fixed, as to become excessive, or of a right to re-purchase the franchise, upon

equitable terms, so that the contract shall not only be just and equal in the outset, but within reasonable limits continue to be so. In the charter of the Boston and Lowell Railroad Corporation, the government reserved the right both to regulate the tolls and to purchase the franchise upon terms fixed and making part of the contract. When such a contract has been made by the Legislature, upon considerations of an equivalent public benefit, and where the grantees have advanced their money to the public upon the faith of it, the State is bound, by the plain principles of justice, faithfully to respect all grants and rights thus created and vested by contract. Such a power of regulating public rights is everywhere recognized as one distinguishable from that of legislation—a power incident and necessary to all well regulated governments, and when rightly exercised is within the constitutional power of the Legislature, and binding upon the government and people.

“The court are of opinion that these principles are well established by authorities.”

It might have been the part of wisdom for the General Assembly of this State to have reserved to itself the right to fix, from time to time, the charges of the defendant for transporting persons and property; but, for satisfactory reasons, it was not done. It was deemed more just to the people and to the corporators to allow them to charge reasonable rates, under such circumstances as might exist, and make the judicial power of the State an arbiter as to what were reasonable charges.

But we have seen, the power of the State to contract is a question no longer open for argument in the highest tribunal of this country. Under such circumstances a critical examination of the authorities and arguments by which that conclusion has been reached, is deemed unnecessary.

Second. As to the capacity of the railway company to be contracted with. A railway corporation is sometimes called a *quasi* public one, on account of duties it owes to community, but the designation does not express, with precision, the relation that a corporation of that description sustains to the public. It undoubtedly owes to the public, but there is a wide difference between duties to be performed by the State, as the representative of the public, and duties to be performed by individuals for the benefit of the public.

Because the government has given a railway company power to take, hold and use property in a particular form, and for particular purposes, it has not made it a public officer, or a member of the civil government.

In the case of *Sweatt v. Boston, Hartford and Erie Railway Company, et al.*, Am. Law Rev., Oct., 1871, p. 169, Mr. Justice Clifford said: “If the corporation is not created by the administration for political or

municipal power, the corporation is private, unless the whole interest belongs to the public."

Judge Redfield defines a private corporation to be one, in which the stock is owned by private persons, and it does not alter the character of a private corporation that the State, or the United States, owns a portion of the stock.—1 Redfield on Railways, p. 53.

If the stock of a corporation was exclusively owned by the Government, and its affairs were managed exclusively by State officers or agents, and at the expense, and for the benefit of the State at large, it would be a public corporation. Such officers and agents would have no interest in the corporation, and their conduct might be regulated and controlled as the exigencies of the public might require. But where the stock of a corporation is owned by private persons, it has an independent and distinct character and capacity. As was said by Chief Justice Dixon, in *Whiting v. Sheboygan and Fond du Lac Railroad Co.*, 15 Wis., p. 181: "Though a railroad company may be, as to its capacity to assume and exercise in the name of the State, the power of eminent domain delegated to it, so far a public or *quasi* public corporation, yet in all its other powers, functions, and capacities, it is essentially a private corporation, not distinguishable from any other of that name or character. As to the use of the land for the purpose of a highway, and the right of the public to pass and repass over it, and enjoy the advantages afforded by it, for the transportation of the merchandise and productions of the country from one place to another, upon the payment of reasonable fare or charges, the corporation may perhaps be said to be public, but in all other respects it is private. The road, with all its rolling stock, buildings, fixtures, and other property pertaining to it, is private property, owned, operated and used by the company for the exclusive benefit and advantage of the stockholders."

The corporation has the same power to contract with the State as a natural person, and its contracts are made in its private capacity. Its right to transact business as an artificial person may depend upon the performance of conditions subsequent, and it may be liable to the State or to individuals for the non-performance of those conditions. The right to continue the use of its franchises may be forfeited by the non-performance of such conditions, but the corporation, in its private capacity, is endowed with a right to exercise its franchises. In its private capacity it is required to perform conditions, and in its private capacity it is responsible for the non-performance thereof. A forfeiture of its franchises or of any of its rights, deprives it of so much of its private capacity, and remedies are provided and are required to be enforced against it in the same capacity. The duties it owes to the community are, in a sense, public, on account of the persons to whom they are due; yet so far as the person owing them is concerned, the duties are strictly

private. The duty is to transport persons and property for a reasonable compensation, and for all persons alike under the same circumstances.

The authorities already cited show that the defendant had the capacity to be contracted with beyond controversy.

Third. As to the nature of the contract. It is claimed that, inasmuch as the State authorized the defendant to exercise the right of eminent domain, it could not contract that the defendant might use property thus acquired.

It does not appear, from the pleadings, that the right of eminent domain was ever exercised for the benefit of the defendant, or that it now uses or has ever used any property thus acquired. The State has certainly not transcended its powers in allowing the defendant to hold and use property acquired by purchase or donation.

The fact in regard to most railways is that portions of the property used by them are acquired by purchase, and other portions by exercising the right of eminent domain. Will it be contended that the State must regulate the use of those portions acquired by the exercise of the sovereign power, and that the corporation may regulate the use as to the residue? The larger share of the right of way of the defendant was acquired by purchase or donation, and there has been no such confusion of properties as to give the State the right to regulate the use of the whole. But when the State exercised the right of eminent domain for the benefit of the defendant, as well as the public, did it undertake that it would transport persons and property by its own agents, and that it would regulate and control such agents, from time to time, as the public good might require? Manifestly it did not. It authorized the defendant to exercise the power under a contract that it would thereafter discharge certain duties to the public. The benefit of the public consisted in the discharge of those duties. It is true that the corporation, in exercising the power of eminent domain, represented the State, but when the power was exercised, its relation was changed to that of a contractor, for whose benefit, as well as for the benefit of the public, the power had been exercised.

The individual members of community have the right of transportation at reasonable rates, but they have no right to have it performed by a public officer or public agent; and it makes no difference to members of community whether the transportation is performed by one person or by another. There is nothing in the nature of the duty owing to the community, which renders it impracticable to allow it to be performed by a private individual, as contra-distinguished from a public officer. It is, in fact, a duty that cannot be performed by the State in its sovereign capacity, but must be discharged by individuals. So long as the State does not deprive individual members of community of any of

their rights, it may select such means of accomplishing an end as it thinks proper. The means to be employed are matters of legislative discretion.

The user of land, acquired by the exercise of the right of eminent domain, is held upon condition that transportation for the public shall be performed. If the State undertook to discharge the duty to the public by its own officer, the right to the user would cease when the State ceased to perform its duty of transportation. So the right of the corporation ceases upon its failure to perform the same condition. In either case, the right of user is held upon condition and is forfeited whenever the condition is broken.

If the State may fix rates for transporting persons and property, may it not authorize a railway company to do that which it can do itself, so long as none of the members of the body politic are injured thereby? A public officer might fix rates, unless fixed by the legislature, but rates fixed by a public officer would be required to be reasonable as well as those fixed by an individual. Individuals would have a like remedy against a public officer, as it has against an individual, for fixing unreasonable rates.

In the *Corporation of Stamford v. Pawlett*, 1 Crompton & Jervis, 57, decided in 1830, it was urged that to permit a grantee to take whatever might appear to him to be a reasonable toll, was to make a grantee a judge for himself, and to expose the subject to extortion. Lord Chief Baron Alexander, said that it was a satisfactory answer to the objection, that the "grantee demanded it at his peril, and at the hazard of a private as well as a public prosecution; of a private, at the suit of the party injured; of a public, at the suit of the Attorney General, in the name of his Majesty. The inconvenience of raising such questions cannot be avoided by specifying the sum. The King cannot grant an unreasonable toll; and it is competent to every subject of the realm, from whom the toll is demanded, to question its being reasonable. even when the exact sum is specified in the charter. This question may always be brought under discussion, in whatever terms the grant may be expressed." The judicial power of the government has authority to determine, what are and what are not reasonable tolls, and his power was considered sufficient to protect the subject in England, and is sufficient to protect the citizen of this country. In no point of view, can it be said that the government has surrendered any rights necessary to its preservation, or for the welfare of the governed.

VI.

The Relators claim that the State might, by virtue of its police power, deprive the defendant of its contract right to fix reasonable rates for transporting persons and property.

The legislative branch of the government has power to make all such laws as are necessary to promote the health, safety, morals, good order and general welfare of the inhabitants of the State. The constitution has imposed some limitations upon the exercise of this power, as for example, the government was designed to be perpetual, and legislative acts necessarily tending to destroy its perpetuity would be held invalid as being contrary to the spirit and intentions of the fundamental law of the State. So the government was instituted to promote the health, safety, morals and good order of community, and legislative acts endangering the one or subverting the other could not be upheld. Laws endangering the health or safety of the citizen or encouraging evil practices or disorder, are not regulations for the general welfare and are, for that reason, a violation of the constitution. The legislative branch of the government is allowed to make contracts for the general welfare, and the State is not allowed to violate them or to impair their obligation, but contracts subversive of the general welfare were not authorized to be made, and if such contracts were made in form, they would impose no obligation upon the one party and confer no rights upon the other.

Consideration of the right of the legislature to repeal or modify a law professing to grant rights, and accepted by the grantees as the public exigencies may require, involves inquiry as to the nature of the rights granted. A law may be designed to promote the health, safety, morals, good order and general welfare, and may have that effect at the time of its passage, but subsequent events may render it subversive of the very object it was designed to promote, and the same general welfare which required its passage may require its modification or repeal. As the citizen is unable to acquire a right by contract to endanger the health or safety of his fellow-citizen, or to promote immorality or disorder, he cannot complain of the modification or repeal of such laws. Although laws of this nature may have all the forms requisite to a contract, yet the subject matter is not one relative to which contracts are allowed to be made; and as to all matters not the subject of contract, it is conceded that the legislature may make such laws and regulations as the public welfare from time to time requires, of which it is the exclusive judge. But laws of this nature are widely different from those designed to accomplish some object of public convenience. The object to be accomplished in such cases is a matter relative to which a contract may be made, as for example, the construction of a railway or a bridge which

may be of great convenience to the present generation and of great inconvenience to future ones. The terms of such contracts, may not be as advantageous to the public as might now be obtained, but they were the most favorable to the public which the legislature was able to obtain when the contract was made. It is a matter of legislative discretion in making such contracts, whether the convenience of one generation outweighs the possible inconvenience to another. The legislative branch of the government is not only the exclusive judge of the expediency of making the contract, but of what obligation it will undertake and what it will impose upon the other party. Safeguards may be required for the protection and convenience of community, but the legislature is the exclusive judge of the nature and extent of the safeguards to be required as terms of the contract. An arbiter may be agreed upon to determine all controversies arising under the contract, but if none is agreed upon, the judicial power of the State is the arbiter as between other parties.

The State cannot assert that the contract was an improvident one; that additional terms are necessary for the convenience of the public; that the rates forbidden by the act of April 7, 1871, are *per se* unreasonable and shall not be charged, or that the legislative branch of its government shall have power, from time to time, to fix and establish rates. The power to modify the contract was not reserved, and however expedient it might have been to have reserved such a power, the contract cannot be changed in this respect by one party without the consent of the other. It is well established that the Legislature cannot, under pretense of making police regulations, add additional terms to a contract between the State and individuals. Such regulations must be police regulations in fact, and not a mere pretense therefor. Cooley on Lim., p. 577 *et seq.*; *State v. Noyes*, 47 Me., 214; *Stoughton v. State*, 5 Wis., 296; *Washington Bridge Company v. State*, 18 Conn., 53; *State v. Jersey City*, 5 Dutcher's Law, N. J., 177; *Bailey v. Philadelphia R. R. Co.*, 4 Harr., 389; *Pingree v. Washburn*, 1 Aiken, 286; *Miller v. New York and Erie R. R.*, 21 Barbour, 513; *People v. Jackson and Michigan Plank Road Co.*, 9 Mich., 307; *Benson v. The Mayor*, 10 Barbour, 245; *People v. The Mayor*, 32 Barbour, 102-116.

The Legislature never had the right to fix the rates to be charged by common carries, except by contract. It can no more fix them for an artificial person than for a natural one. It may require of the one as well as of the other that their rates shall be reasonable, but it cannot make itself the judge of what rates are reasonable and what are not so. The contract makes the judiciary the judge between the parties, and the attempt to define the rights of the defendant by legislative enactment, is simply the judgment of one of the parties to the contract.

C. BECKWITH,

For Defendant.

"C," 3.

IN THE CIRCUIT COURT OF McLEAN COUNTY.

The People of the State of Illinois, ex. rel. Gustavus Koerner, Richard P. Morgan, Jr., and David S. Hammond, Railroad and Warehouse Commissioners,

vs.

The Chicago and Alton Railroad Company.

Quo warranto.

ARGUMENT FOR THE PEOPLE.

The present constitution of the State of Illinois, adopted in 1870, contains the following provisions:

"Railways heretofore constructed or that may hereafter be constructed in this State, are hereby declared public highways, and shall be free to all persons for the transportation of their persons and their property thereon, under such regulations as may be prescribed by law. And the General Assembly shall, from time to time, pass laws establishing reasonable maximum rates of charges for the transportation of passengers and freight on the different railroads in this State." Article XI, Sec. 12.

"The General Assembly shall pass laws to correct abuses and prevent unjust discrimination and extortion in the rates of freight and passenger tariffs on the different roads in the State, and enforce such laws by adequate penalties, to the extent, if necessary for that purpose, of forfeiture of their property and franchises." Article XI, Sec. 15.

The act of the Legislature, in force July 1, 1871, is as follows:

"SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly, That no railroad corporation, organized or doing business in this State under any act of incorporation or general law of this State, now in force or which may be hereafter enacted, shall charge or collect for the transportation of goods, merchandise or property on its said road, for any distance, the same nor any larger nor greater amount as toll or compensation than is at the same time charged or collected for the transportation of similar quantities of the same class of goods, merchandise or property over a greater distance upon the same road.*" Laws of 1871-72, p. 635.

On the 5th of December, 1871, pursuant to leave theretofore granted, an information, in the nature of a *quo warranto*, was filed in the circuit court of McLean county, setting forth that the defendant had repeatedly transported lumber from Chicago to Lexington, a distance of one hundred and ten miles, and charged therefor the sum of \$5.65 per thousand feet, as tolls and compensation for such transportation; and that during the same time the said defendant transported like lumber from Chicago to Bloomington, a distance (one hundred and twenty-six miles) greater than from Chicago to Lexington, and charged for such transportation \$5 per thousand feet, and no more. The lumber transported to Bloomington over the road passed through Lexington.

The defendant pleaded admitting the facts alleged in the information and setting up divers acts of the legislature by which it is incorporated, and insists that it has the right to fix tolls for transportation of property at its discretion, and that the act of 1871 is in violation of the contract made with it by the legislature in its charter, and is therefore void under the provisions of the constitution of the United States forbidding any State to pass any law impairing the obligation of contracts.

To this plea a general demurrer was interposed, and the case comes up for hearing on that demurrer.

The only question presented by the case is whether the act of 1871 is in conflict with the provisions of the constitution of the United States.

I.

Corporations are subject to government, and subordinate to legislation, precisely the same as an individual or natural person.

In *Providence Bank vs. Billings*, 4 Peters, 563, the Supreme Court, *per* Marshall, C. J., say:

"The great object of an incorporation is to bestow the character and properties of individuality on a collective and changing body of men. This capacity is always given to such a body. Any privileges which may exempt it from the burdens common to individuals do not flow necessarily from the charter, but must be expressed in it, or they do not exist."

In *Thorpe vs. R. & B. Railroad Co.*, 27 Vermont, 145, the court, *per* Redfield, C. J., after quoting the above language of Chief Justice Marshall, say:

"This is sufficiently explicit, and upon examination will be found, I think, to have placed the matter upon its true basis. In reason, it would seem that no fault could be found with the rule here laid down by the great expounder of American constitutional law. As to the general liability to legislative control, it places natural persons and corporations precisely upon the same ground. And it is the true ground, and the

only one upon which equal rights and just liabilities and duties can be fairly based."

In *West River Bridge Co. vs. Dix*, 6 Howard, 553, the court, *per* Daniel, J., say :

"The opinion seems to have obtained, that the right of property in a chartered corporation was more sacred and intangible than the same right could possibly be in the person of the citizen; an opinion which must be without any grounds to rest upon, until it can be demonstrated either that the ideal creature is more than a person, or the corporeal being is less."

And in *Bank of Republic vs. County of Hamilton*, 21 Ill., 58, our own Supreme Court, *per* Caton, C. J., say :

"Corporations are artificial persons endowed with limited powers and capacities, and are subject to the general laws and legislation of the State, the same as natural persons. The natural man is born with sovereign powers and unlimited rights, if he be beyond the limits of governments and societies; upon entering these, a portion of his rights are sacrificed, against his consent, if he objects, either to a greater or less extent, as good government may be deemed to require. It would be absurd to suppose that the powers of government are greater over the rights of the being endowed by the Creator, than over the one spoke into existence by human laws."

The following provision was incorporated into the constitution of 1818, and retained in that of 1848, and is adopted substantially in that of 1870 :

"The powers of the government of the State of Illinois shall be divided into three distinct departments, and each of them be *confided* to a separate body of magistracy, to-wit: those which are legislative, to one; those which are executive, to another; and those which are judicial, to another."

And the same is true of the following provision :

"The legislative authority of this State shall be vested in a General Assembly, which shall consist of a Senate and House of Representatives, both to be elected by the people."

From this it follows :

II.

Legislative authority is a trust which the legislature cannot irrevocably delegate or abandon. It may authorize its exercise through agents of the public, but such agents must of necessity remain subject to public control.

In the leading case of *Fletcher vs. Peck*, 6 Cranch, 87, relied upon by counsel for the Railroad Company, to show the power of the State to

contract, the subject matter of the contract was a legislative grant of land. But the Supreme Court, *per* Marshall, C. J., says :

“The principle asserted is, that one legislature is competent to repeal any act which a former legislature was competent to pass, and that one legislature cannot abridge the powers of a succeeding legislature. The correctness of this principle, so far as respects general legislation, can never be controverted.” p. 135. The court further says: “It is the peculiar province of the legislature to prescribe general rules for the government of society.” p. 136.

Although the court held that the State had authority to contract, where land was the subject matter of the contract, yet it distinctly says that a legislature has no authority to abridge its power to prescribe general rules for the government of society.

In *Goszler vs. Corporation of Georgetown*, 6 Wheaton, 597–8, the Supreme Court, *per* Marshall, C. J., says :

“A corporation can make such contracts only as are allowed by the act of incorporation. The power of this body to make a contract which should so operate as to bind its legislative capacities forever thereafter, and disable it from enacting a by-law, which the legislature enables it to enact, may well be questioned. We rather think that the corporation cannot abridge its own legislative power.” In this respect the legislature bears the same relation to the constitution that a municipal corporation does to its charter.

It was decided in the case of *Charles River Bridge Co. vs. Warren Bridge*, 11 Peters, 420, that the legislature might grant a free bridge parallel with, and as near as they judged the public good required, to a toll bridge formerly granted by them, and this upon their general powers, without an assertion of the right of eminent domain in the land, out of which the privilege was granted, and of course without compensation.

In that case, the Supreme Court, *per* Taney, C. J., say: “The continued existence of a government would be of no great value, if by implications and presumptions, it was disarmed of the powers necessary to accomplish the ends of its creation, and the functions it was designed to perform transferred to the hands of privileged corporations. The rule of construction announced by the court was not confined to the taxing power, nor is it so limited in the opinion delivered. On the contrary, it was distinctly placed on the ground that the interests of the community were concerned in preserving, undiminished, the power then in question; and whenever any power of the State is said to be surrendered or diminished, whether it be the taxing power or any other affecting the public interest, the same principle applies, and the rule of con-

struction must be the same. No one will question that the interests of the great body of the people of the State would, in this instance, be affected by the surrender of this great line of travel to a single corporation, with the rights to exact toll and exclude competition for seventy years. While the rights of private property are sacredly guarded, we must not forget that the community also have rights, and that the happiness and well being of every citizen depends on their faithful preservation." p. 548.

In *East Hartford vs. Hartford Bridge Co.*, 10 Howard, 534, the Supreme Court, *per. Woodbury J.*, say: "One of the highest attributes and duties of a legislature is to regulate public matters with all public bodies, no less than the community, from time to time, in the manner which the public welfare may appear to demand. It can neither devolve these duties permanently on other public bodies, nor permanently suspend or abandon them itself, without being usually regarded as unfaithful, and, indeed, attempting what is wholly beyond its constitutional competency. It is bound, also, to continue to regulate such public matters and bodies, as much as to organize them at first. Where not restrained by some constitutional provision, this power is inherent in its nature, design and attitude, and the community possess as deep and permanent an interest in such power remaining in and being exercised by the legislature, when the public progress and welfare demand it, as individuals or corporations can, in any instance, possess in restraining it."

The court refer to the case of *Goszler vs. Corporation of Georgetown*, above cited, and add: "This case seems to settle the principle that a legislative body cannot part with its powers by any proceeding, so as not to be able to continue the exercise of them. It can and should exercise them, again and again, as often as the public interests require.

* * * Its members are made by the people agents or trustees for them on this subject, and can possess no authority to sell or grant their power over the trust to others." p. 525.

This was the unanimous opinion of the Supreme Court of the United States, delivered at the December term, 1850.

In the case of *Richmond, etc., Railroad Co., vs. Louisa Railroad Co.*, 13 Howard, 90, the opinion of Mr. Justice Curtis, cited by defendant's counsel, on page 21 of his argument, will be found to be a dissenting opinion. The case of *Piscataqua Bridge vs. N. H. Bridge*, 7 N. H., 35, is also cited by defendant's counsel. But in the later case of *Brewster vs. Hough*, 10 N. H., 138, the same court by the same judge, Parker, C. J., say: "Where an individual holds lands by the immediate grant of the legislature, it is no more in the power of a succeeding legislature to abrogate and annul such grant than it is in the power of an individual grantor to rescind his grant.

* * * * *

But there is a material difference between the right of a legislature to grant lands, or corporate powers, or money, and a right to grant away the essential attributes of sovereignty, or rights of eminent domain. These do not seem to furnish the subject matter of a contract." 146-7.

In *Presbyterian Church vs. City of New York*, 5 Cowen, 538, the corporation of the City of New York conveyed lands for the purposes of a church and cemetery, with a covenant for quiet enjoyment; and afterwards passed a by-law prohibiting the use of these lands as a cemetery. It was held that a municipal corporation cannot, by contract, abridge their legislative power. The court, *per* Savage, C. J., say: "They had no power as a party, to make a contract which should control or embarrass their legislative powers and duties." p. 540.

And in *Stuyvesant vs. Mayor, etc., of New York*, 7 Cowen, 606, the court say: "All our aggregate corporations enjoy the prerogatives of government to a prescribed extent. Among these is the power to pass by-laws upon certain subjects. They cannot transcend the powers conferred on them by statute. This is their constitution. Neither can the State or general governments transcend the powers conferred by their constitutions. Every act beyond the constitution is void; and may be declared so by our courts of justice, whether it emanates from a general or local legislature."

In *Mott vs. Penn. Railroad Co.*, 30 P. St., p. 35, Lowrie, J., says: State constitutions "are forms of government prescribed by the people of the respective States to the authorities instituted by them. All the departments of government are instituted to exercise the functions of government for the common good, and the constitution distributes those functions among them. This attribution and distribution of authority is made by the people, not as a gift that may be disposed of and put beyond their reach, but as a trust to be exercised for their benefit as occasion may require; not that it may be abandoned or bargained at the discretion of their agents; but that those agents may act for the people, in administering it. It is an attribution and distribution of authority for exercise and administration, and nothing more. In the nature of things, it is impossible to imply an authority in governmental agents to diminish the governmental power that is naturally inherent in the people that constitute them. The people's power is not parted with by the institution of government, but only delegated; and this delegation, being essentially revocable, cannot possibly authorize an act that will prevent its complete revocation."

In *Toledo Bank vs. Bond*, 1 Ohio St., 659, the court, *per* Bartly, C. J., say: "The question here presented is, whether the civil authority or power of the government, granted or conferred in any manner, can be made the legitimate subject matter of a contract. I entertain the opin-

ion clearly that it cannot, within the true intent and meaning of the restrictive clause of the constitution of the United States. In this country no vested right of private property can exist or be held in the civil power or authority of government. Our constitution declares that the sole object of government, is to secure to the people the blessings of liberty, and promote their common welfare. Our government being one of delegated powers, founded upon the principle that sovereignty is inherent in the people, that civil power and authority are expressly delegated to the government only for the public good, and that all power and authority not expressly delegated, remains with the people, it follows that the civil power delegated to the government, is a high and sacred trust, to be exercised solely for the equal protection and common benefit of the people. No portion of it can be sold out by the government, or parted with by contract. When, in the establishment of the civil institutions of the State, or in the administration of the government, civil power is vested or delegated to any person or persons, it is still a trust to be exercised pursuant to the design of its original delegation by the people, and ever subject to control and regulation for that purpose. The claim, therefore, that vested rights of private property can be created and held in the civil authority, or special privileges granted or conferred by the government, is in derogation of the fundamental principles of all civil government in this country."

In *Ohio Life Insurance and Trust Co., vs. Debolt*, 16 Howard, 431, Chief Justice Taney delivering the leading opinion of the majority of the court, says :

"The powers of sovereignty *confided* to the legislative body of a State are undoubtedly a *trust* committed to them, to be executed to the best of their judgment for the public good; and no one legislature can, by its own act, disarm their successors of any of the powers or rights of sovereignty confided by the people to the legislative body, unless they are authorized to do so by the constitution under which they are elected. They cannot, therefore, by contract, deprive a future legislature of the power of imposing any tax it may deem necessary for the public service—or of exercising any other act of sovereignty confided to the legislative body, unless the power to make such a contract is conferred upon them by the constitution of the State. And in every controversy on this subject, the question must depend on the constitution of the State, and the extent of the power thereby conferred on the legislative power."

In the same case, Mr. Justice Daniel says: "I never can believe in that, to my mind suicidal doctrine, which confers upon one legislature, the creatures and limited agents of the sovereign people, the power, by a breach of duty and by transcending the commission with which they are clothed, to bind forever and irrevocably their creator, for whose benefit and

by whose authority alone they are delegated to act, to consequences however mischievous or destructive." p. 443.

And Judge Cooley, in his treatise on Constitutional Limitations, after a full review of the cases on this subject, sums up his conclusions as follows :

"It would seem, therefore, to be the prevailing opinion, and one based upon sound reason, that the State could not barter away, or in any manner abridge or weaken, any of those essential powers which are inherent in all governments, and the existence of which in full vigor is important to the well-being of organized society; and that any contracts to that end, being without authority, cannot be enforced under the provision of the national constitution now under consideration. If the tax cases are to be regarded as an exception to this statement, the exception is perhaps to be considered a nominal rather than a real one, since taxation is for the purpose of providing the State a revenue, and the State laws which have been enforced as contracts in these cases have been supposed to be based upon consideration, by which the State receives the benefit which would have accrued from an exercise of the relinquished power in the ordinary mode." p. 283.

The leading case in the series of tax cases relied upon by defendant's counsel is that of *New Jersey vs. Wilson*, 7 Cranch 164. In reference to this case we adopt the commentary of Mr. Justice Catron, (16 Howard 401.)

"No question was raised in the Supreme Court of New Jersey, nor decided there, or in this court, as to the constitutional question of one legislature having authority to deprive a succeeding one of sovereign power. The question was not considered, nor does it seem to have been thought of in the State Court or here."

In all that series of tax cases the judges of the Supreme Court have been divided in opinion. An examination of the dissenting opinions will, we think, satisfy this court that the judges delivering them are sustained by the better reason, and while we do not ask this court to disregard the authority of those decisions in a case to which they are directly applicable, yet we submit that those dissenting opinions ought to convince the court that it would not extend the application of those cases to a new subject which as we believe has never yet been considered by the Supreme Court of the United States. The decisions of the Supreme Court in the tax cases have been disapproved by the Supreme Courts of the States of Ohio, Pennsylvania, Vermont, New Hampshire, Connecticut and Michigan, and dissented from by the following justices of the Supreme Court of the United States: Catron, Daniel, Campbell, Miller, Field and Chase.

And in the last of these cases, *Washington University vs. Rouse*, 8 Wallace, p. 442, Miller, J. says: "But we must be permitted to say, that in deciding the first of these propositions, namely the validity of the contract, this court has, in our judgment, been, at times, quick to discover a contract that might be protected, and slow to perceive that what are claimed to be contracts were not so, by reason of the want of authority in those who profess to bind others. This has been especially apparent in regard to contracts made by legislatures of States, and by those municipal bodies to whom, in a limited measure, some part of the legislative function has been confided.

"In all such cases where the validity of the contract is denied, the question of the power of the legislative body to make it necessarily arises, for such bodies are but the agents and representatives of the greater political body—the people, who are benefited or injured by such contracts, and who must pay, when anything is to be paid, in such cases.

"That every contract fairly made ought to be performed is a proposition which lies at the basis of judicial education, and is one of the strong desires of every well organized judicial mind. That, under the influence of this feeling, this court may have failed in some instances to examine, with a judgment fully open to the question, into the power of such agents, is to be regretted, but the error must be attributed to one of those failings which lean to virtue's side. In our judgment, the decisions of this court, relied upon here as conclusive of these cases, belong to the class of errors we have described.

"We do not believe that any legislative body, sitting under a State constitution of the usual character, has a right to sell, to give or bargain away forever, the taxing power of the State. This is a power which, in modern political society is absolutely necessary to the continued existence of every such society. While under such forms of government, the ancient chiefs or heads of the government might carry it on by revenues owned by them personally, and by the exaction of of personal service from their subjects, no civilized government has ever existed that did not depend upon taxation in some form for the continuance of that existence. To hold, then, that any one of the annual legislatures can, by contract, deprive the State forever of the power of taxation, is to hold that they can destroy the government which they are appointed to serve, and that their action in that regard is strictly lawful.

"It cannot be maintained, that this power to bargain away, for an unlimited time, the right of taxation, if it exist at all, is limited, in reference to the subjects of taxation. In all the discussion of this question, in this court and elsewhere, no such limitation has been claimed. If the legislature can exempt in perpetuity, one piece of land, it can exempt

all other property. It can as well, exempt persons as corporations, And no hindrance can be seen, in the principle adopted by the Court. to rich corporations, as railroads and express companies, or rich men, making contracts with the legislatures, as they best may, and with such appliances as it is known they do use, for perpetual exemption from all the burdens of supporting the government.

“The result of such a principle, under the growing tendency to special legislation, would be, to exempt the rich from taxation, and cast all the burden of the support of government, and the payment of its debts, on those who are too poor or too honest to purchase such immunity.

“With as full respect for the authority of former decisions, as belongs, from teaching and habit, to judges trained in the common law system of jurisprudence, we think that there may be questions touching the powers of legislative bodies, which can never be finally closed by the decisions of a court, and that the one we have here considered is of this character. We are strengthened, in this view of the subject, by the fact that a series of dissents, from this doctrine, by some of our predecessors, shows that it has never received the full assent of this court; and referring to those dissents for more elaborate defense of our views, we content ourselves with thus renewing the protest against a doctrine which we think must finally be abandoned.” Chief Justice Chase and Field concur with Justice Miller in the foregoing. That case was decided at the December term, 1869. Since then Justice Greer has resigned, and Justices Strong and Bradley have been appointed. Justice Strong was a member of the Supreme Court of Pennsylvania at the time that court decided that the rights of sovereignty are a trust, to be exercised for the benefit of the people, as occasion may require; not to be abandoned or bargained away at the discretion of their agents; and therefore that the legislature has no power to alienate the right of taxation, so as to bind future legislatures. See *Mott vs. Penn. Railroad Co.*, 30 Pa., St., 9. And Justice Strong in delivering the opinion of the Supreme Court of the United States in the legal tender cases, decided at the December term, 1870, says: “As in a state of civil society property of a citizen or subject is ownership, subject to the lawful demands of the sovereign; so contracts must be understood as made in reference to the possible exercise of the rightful authority of the government, and no obligation of a contract can extend to the defeat of legitimate government authority.”—12 Wallace, 551.

III.

This legislative authority which cannot be delegated or abandoned—which is a trust confided by the people to the legislature—has the same extent and is the same unlimited power in regard to legislation which

resides in the British Parliament, except where restrained by written constitutions.—*Calder vs. Bull*, 3 Dallas, 386; *Cochrane vs. Van Surlay*, 20 Wend., 382; *Braddee vs. Brounfield*, 2 Watts & Serg., 271; *Harvey vs. Thomas*, 10 Watts, 63; *Blanchamp vs. The State*, 6 Blackf., 299; *Doe vs. Douglas*, 8 Blackf., 10. *Thorpe vs. R. & B. R. R. Co.*, 27 Vt., 142; 1 Kent, Comm. 448; *Cooley*, Const. Lim. 87.

The statutes of this and of all the States afford numberless instances of legislative limitation of the tolls of ferry, bridge, plankroad and turnpike companies. The ordinances of the cities of this country limit the charges of hack, omnibus and dray lines. This is done by virtue of the legislative authority granted to them by their charters. The statutes of our own State not only provide for the condemnation of private property for the sites of grist mills, but also limit the amount of tolls to be taken for grinding at these and all other mills. In some of the States the charges of inn-keepers and the fees of professional men, and in nearly all of the States, the rates of interest which money lenders and bank corporations may lawfully take, are regulated and limited by legislative enactment. The power to make these laws and a multitude of others of like character, rests on the right and duty of the legislature to protect the people by statutory regulations against imposition and extortion.

The exercise of the power of regulating these matters is as old as the common law itself, and prevails in all countries where that law exists. And the validity of the exercise of this power when applied to the charges of hackmen is recognized in a case as late as that of *Commonwealth vs. Duane*, 98 Mass. 1, and indeed has never been judicially questioned.

Having established, as we think, that corporations as well as natural persons are subject to general legislation, that is to the general rules for the government of society, and having also established that the tolls of ferry, bridge, plank-road and turnpike companies, the charges of hack, omnibus and dray lines, the tolls of millers, the charges of inn-keepers, the fees of professional men and interest on loaned money, can be regulated and limited by legislative enactment under this power to prescribe general rules for the government of society, it would seem to follow that under the same power the tolls or charges of railroad corporations can be regulated and limited by general laws.

IV.

The prevention of unjust discrimination and extortion comes within the legitimate exercise of the police powers of the State.

It may be suggested in this connection that the act now sought to be enforced is one which does not attempt to fix any specific rates for the transportation of property by railroads. It leaves the rates to be fixed

by the corporations themselves, and only established the general rule that when a railroad corporation has fixed a rate for the transportation of property a given distance it should not charge a higher rate for the transportation of similar property a less distance upon the same road.

Defendant's counsel on pages 6 and 7 of his argument, says : " It is evident that the State in authorizing the defendant to act as a common carrier, undertook that it should have all the powers and privileges and be subject to all the duties of a natural person. Without express words to that effect, artificial persons are responsible to the same extent as natural persons, have the same lien for their charges, and have in other respects the same rights.

At common law it was a violation of the obligation of a common carrier to charge unreasonable and excessive compensation for the discharge of any of his duties, and a carrier authorized to transact business in a corporate capacity who makes excessive and unreasonable charges, violates its duty to the public, and abuses the purposes of its creation. Common carriers acting under a charter, or without one, are alike liable for any abuse of the public, in their charges."

It follows from this admission, as also from the reasoning before presented, that the legislature has power to pass general laws to protect the public from unreasonable and excessive charges by carriers, whether individual or incorporated. And universal experience shows that by reason of the tendency of carriers to make excessive charges and unjust discriminations the legislatures are constantly called upon to interfere for the protection of the public.

Defendant's counsel admits that railroad companies have no more right to make unjust discriminations than to charge unreasonable rates. (See his argument, p 15.) Discriminations may be made between communities as well as between individuals. It is conceded that a discrimination made between two individuals transporting similar property between the same stations would be unjust and unlawful. Why is it not equally true that similar discriminations made between communities may be unjust? Communities after all are only aggregates of individuals, and unjust discriminations are hurtful to the individual members of the community. There is a distinction between the rule of reasonable charges and that of unjust discriminations. The discriminating charges in any case may both be reasonable, that is not excessive, and yet the discrimination be unjust to one party as giving the other party an unreasonable advantage over his rival.

It does not follow, therefore, because charges are reasonable to one point, and unreasonably low to another point, that the discrimination between the two may not be unjust.

We have seen in the cases of individual carriers, as well as persons in other occupations, the legislature is constantly called upon to, and does interfere by law to prevent unreasonable charges and unjust discriminations. And it was by reason of the reluctance of the legislature to interfere in the regulation of the charges of railroad companies the same as it had done with individuals, that the people enjoined in the constitution of 1870 upon the legislature the duty of making such regulations and enacting such laws as should correct abuses and prevent unjust discrimination and extortion in the rates of freight and passenger tariffs on the different railroads in this State. Art. 11, Secs. 12 and 15.

Had the legislature seen fit to pass laws similar to the English Railroad Traffic Act of 1854, cited by defendant's counsel, there can be no doubt from the reasoning before presented, and from the admissions of defendant's counsel, that such a law would have been valid and binding upon all the railroads of this State.

The English statute was passed to correct abuses for which the common law by the methods of its procedure did not afford adequate remedies. The subject of unjust discrimination between different communities is not within the purview of that statute. The authorities cited by defendant's counsel abundantly establish this point. These authorities relate only to the construction of the statute itself, and not to the power of Parliament to prevent discrimination between communities.

It is nowhere suggested in any of the cases cited, that the statute is in conflict with Magna Charta or any of the great fundamental principles of the English constitution, and we have already seen that the State legislature has as high authority as Parliament except wherein limited by written constitutions; and neither the State legislature nor Parliament can permanently part with or abandon the trust committed them to enact laws for the general welfare.

The defect in the English Railway Traffic Act in omitting to provide against unjust discrimination between communities may have been and probably was the occasion of the enactment of the law under consideration. However that may be, if the legislature of this State could pass laws to prevent unjust discriminations between individuals, it would seem clearly to follow that they might also pass laws to prevent unjust discrimination between communities.

The particular method by which this object should be attained rests only in the discretion of the legislature. If it has the power to legislate on this subject at all, its legislation must control the courts whether they deem the provisions wise or unwise.

The legislature has determined, and we think correctly, that discrimination between communities—that is, a greater charge for a less distance over the same road—is unjust and hurtful to the interests of the people at large.

In illustration of the injustice of such discrimination we call the attention of the court to the following fact, stated in the first annual report of the Railroad Commission, page 19: "If the miller who ships flour from some point in the center of the State must pay from fifteen to twenty-two cents more per barrel for its transportation to New York to Boston than the miller at East St. Louis, (and such is actually the case,) how can he compete successfully with the latter? He may pay only a reasonable freight and yet be compelled to break up his business and move to some terminal or competing point.

It will be seen, therefore, that legal provisions which insist merely upon reasonable charges, may not accomplish the beneficial purpose they were intended to reach. If what is reasonable is left to be decided by the courts of justices of the peace, in the various counties and precincts of the State, in each single case, no sort of uniformity could ever be attained, it being differently decided perhaps, in adjoining precincts."

The effect of such discriminations is to transfer by artificial means the natural advantages possessed by one community to another less favorably situated. To allow this is to subordinate the general interests of the public to the real or supposed advantage of the particular railroad corporation by whose action the unnatural effect is produced, and would be to abandon the right and duty to afford equal protection by law to all the citizens of the State.

In *Thorpe vs. R. & B. Railroad Co.*, 27 Vt. 150, the court, *per* Redfield, C. J., say: "There is also the general police power of the State, by which persons and property are subjected to all kinds of restraints and burdens, in order to secure the general comfort, health and prosperity of the State, of the perfect right, in the Legislature to do which no question ever was, or, upon acknowledged general principles, ever can be made, so far as natural persons are concerned.

"And it is certainly calculated to excite surprise and alarm, that the right to do the same in regard to railways should be made a serious question." And in the same case the court, after adverting to the Dartmouth College case, add: "But when it is attempted upon this basis to deny the power of regulating the internal police of the railroads, and their mode of transacting their general business, so far as it tends unreasonably to infringe the rights or interest of others, it is putting the whole subject of railway control quite above the legislation of the country." p. 151.

In *Mayor, etc., of Baltimore vs. State*, 15 Maryland, 389, Martin, J., says: "What is the police force? I do not speak of this power in its largest sense, but in the sense in which it is to be understood in connection with a subject like the one now under consideration. It is emphatically a State power, one of the attributes of sovereignty; and in the nature of things it is a power which the Legislature should have the

means of expending to meet all the varied and changing wants of the community."

In the *License Cases*, 5 Howard, 583, Taney, C. J., says: "But what are the police powers of a State? They are nothing more or less than the powers of government inherent in every sovereignty to the extent of its dominions. And whether a State passes a quarantine law, or a law to punish offenses, or to establish courts of justice, or requiring certain instruments to be recorded, or to regulate commerce within its own limits, in every case it exercises the same power; that is to say, the power of sovereignty, the power to govern men and things within the limits of its dominion.

"It is by virtue of this power that it legislates; and its authority to make regulations of commerce is as absolute as its power to pass health laws, except in so far as it has been restricted by the Constitution of the United States."

In *Commonwealth vs. Alger*, 7 Cushing, 84, 5, the court, *per Shaw*, C. J., say: "We think it a settled principle, growing out of the nature of well ordered civil society, that every holder of property, however absolute and unqualified may be his title, holds it under the implied liability that his use of it may be so regulated, that it shall not be injurious to the equal enjoyment of their property, nor injurious to the rights of the community. * * * Rights of property, like all other social and conventional rights, are subject to such reasonable limitations in their enjoyment, as shall prevent them from being injurious, and to such reasonable restraints and regulations established by law, as the legislature, under the governing and controlling power vested in them by the constitution, may think necessary and expedient.

"This is very different from the right of eminent domain, the right of a government to take and appropriate private property to public use, whenever the public exigency requires it, which can be done only on condition of providing a reasonable compensation therefor. The power we allude to is rather the police power, the power vested in the legislature by the constitution, to make, ordain and establish all manner of wholesome and reasonable laws, statutes and ordinances, either with penalties or without, not repugnant to the constitution, as they shall judge to be for the good and welfare of the commonwealth, and of the subjects of the same."

In the *People vs. Mayor, etc., of New York*, 32 Barbour, 102, cited by defendant's counsel, the question was as to the power to regulate by law the rates to be charged for ferriage upon the ferries granted to the corporation of the city by its charters. The court held that "under those charges the defendants have property rights in the markets, the city hall, the lots of ground and public lands, the docks, and the ferries mentioned therein. They hold them as grantees, as owners by contract,

by a title equally strong and inviolable, I think, as do private individuals or corporations."

The Court say: "In regard to ferries, I am of opinion that there is a still further right, which the public may exercise, to-wit: the right of *regulating the rates of ferriage*, and of so controlling ferry franchises and privileges in the hands of grantees or lessees, that they shall not be abused, to the serious detriment or inconvenience of the public. * *

* * * * The navigable waters belong to the people, the sovereign power; they are for the use and navigation of the subjects or constituents of the government; and they cannot be transferred, even the usufructuary interest in them so as to divest the government of that control over them, which is essential to protect and preserve the interests of the citizen. At least, I think, the legal presumption is, that the grants of ferry rights are conferred and accepted with such qualifications.

It is possible that a different question might arise if it was established that, as between the grantor and the grantee, a pecuniary or other valuable consideration was actually paid for the transfer or conveyance of a ferry right, not only present, but prospective. When such a state of facts presents itself, it will raise the question whether a government can for any consideration, or upon any pretense whatever, grant away or relieve itself from those rights and obligations which belong and are due to the constituent body, and are essential to their safety and well being. I am therefore of opinion that when these ferries or ferry rights were conveyed to the mayor, recorder, aldermen and commonalty of New York, by the colonial governors, Dongan, Cornbury and Montgomerie, they took the same, *subject to the governmental regulation and control*, to which I have referred; that this right passed on the change of government from a colony to State, to the supreme power in the State; and that it may be now manifested and exercised by the *legislature* acting for the people in their sovereign capacity." p. 112-4.

And in the case of the Ohio and Mississippi R. R. Co. *vs.* McClelland, 25 Ill., p. 142, our own Supreme Court, *per* Walker J., say: "In this age of improvement and rapid advance in material development of the wealth of the country, when incorporated bodies are created in such numbers, for the advancement of this end, and when legislative bodies grant corporate privileges with such freedom, for almost every conceivable purpose, and when they are created for purposes, which but a few years past, private enterprises or ordinary co-partnerships were supposed to be fully adequate, it becomes a question of no small moment to ascertain and clearly define their general privileges, and the extent to which they may be controlled by legislative action. It never could have been the legislative will, that these bodies, when created, should be wholly independent of, and irresponsible to the government. If such

was the operation of their charters, then we have created in the heart of our government, an uncontrollable power, which must, sooner or later, become dangerous to our rights, if not to constitutional liberty itself.

But if on the other hand, they, like individuals, are under the reasonable control of the government, they may accomplish the purposes of their organization, and prove a blessing to civilization, and not destructive to government. In the formation of government, the great object sought is to afford protection to the citizen or subject, in the enjoyment of his rights, and thereby promote general happiness. To accomplish this most important of all purposes, adequate power must be delegated to the constituted authorities, to employ the most appropriate means, not prohibited, for the attainment of the end sought. And to maintain the order and well-being of society, it becomes the duty of government to exercise that power, and not only to exercise, but to preserve it. In exercising this power it becomes a duty to maintain and preserve the person of each individual member of society, from aggression or injury from others; and to maintain and preserve the general and special rights of each individual, and also each member of the community, in relation to his property.

These duties devolving upon government are paramount, and in the absence of authority conferred by the fundamental law, it may well be doubted whether the legislature can alienate them to another body, or organization. The power thus conferred upon government is in the nature of a trust, created by the governed, and should only be exercised by the officers, and in the mode prescribed by the organic law."

See also *G. & C. U. R. R. Co. vs. Appleby*, 28 Ill., 283, 289; *Same vs. Dill*, 22 Ill., 264, 269; *Same vs. Loomis*, 13 Ill., 548, 550; *I. & C. R. R. Co. vs. Kercheval*, 16 Ind., 85; *People vs. Draper*, 25 Barb., 374; *Veazie vs. Mayo*, 45 Me., 569; *Commonwealth vs. Tewksbury*, 11 Met., 55, 57.

In *Dingman vs. People*, 51 Ill., 277, it was held that even if a legislature had given to the University of Chicago the power to prohibit the sale of liquors within prescribed limits, it being part of the police power of the State, it could be resumed at the pleasure of the legislature, for the police power of a State cannot be made the subject of an irrevocable grant, either to a municipal or private corporation or to private individuals.

The Court say: "To hold that this case falls within, and is governed by, the Dartmouth College case, would be to enlarge its scope, while the profession regard it as having gone to, if not beyond, the verge of the correct principle there applied; and however desirous we may be to promote education, sustain morality and suppress vice, we cannot consent

to the proposition, that the legislature has or can abandon the police power, or give a vested right to its exercise by a municipal or private corporation, or to private individuals.

By the exercise of such a power, if legal, the General Assembly would, probably, before the end of the present generation, find that, over many subjects of police regulation, they would be powerless, having granted it to colleges, schools, or other corporations. We are therefore clearly of the opinion, that the legislature had the constitutional power to repeal the 4th section of this charter." p. 281.

As to the extent of this power, Judge Cooley, in his treatise on Constitutional Limitations, arrives at the following conclusion :

"This subject has often been considered in its bearings upon the clause of the Constitution of the United States which forbids the States passing any laws violating the obligation of contracts ; and *invariably* it has been held that this clause does not so far remove from State control the rights and properties which depend for their existence or enforcement upon contracts, as to relieve them from the operation of such *general regulations* for the good government of the State and the protection of the rights of individuals as may be deemed important. All contracts and all rights, it is held, are subject to this power ; and regulations which affect them may not only be established by the State, but must also be subject to change from time to time, with reference to the general well-being of the community, as circumstances change, or as experience demonstrates the necessity." p. 574.

V.

It cannot be presumed that the legislature intended irrevocably to part with the power of preventing, by legislative enactment, unjust discrimination between communities or individuals.

It is incumbent upon the defendant to show that the State, by positive enactment, has contracted with the defendant to withdraw permanently all control over its rate of charges. Nothing is taken against the State by implication.

In *Ohio Life Ins. & Trust Co. vs. Debolt*, 16 Howard, 435, Chief Justice Taney says :

"The rule of construction, in cases of this kind, has been well settled by this court. The grant of privileges and exemptions to a corporation, are strictly construed against the corporation, and in favor of the public. Nothing passes but what is granted in clear and explicit terms. And neither the right of taxation nor any other power of sovereignty, which the community have an interest in preserving undiminished, will be held

by the Court to be surrendered unless the intention to surrender is manifested by words too plain to be mistaken.

This is the rule laid down in the case of *Billings vs. The Providence Bank*, (4 Peters, 514,) and reaffirmed in the case of *The Charles River Bridge*, (11 Peters, 548). Nor does the rule rest merely on the authority of adjudged cases. It is founded in principles of justice, and is necessary for the safety and well-being of every State in the Union. For it is a matter of public history, which this court cannot refuse to notice, that almost every bill for the incorporation of banking companies, insurance and trust companies, railroad corporations, or other corporations, is drawn originally by the parties who are personally interested in obtaining the charter, and that they are often passed by the legislature in the last days of its session, when, from the nature of our political institutions, the business is unavoidably transacted in a hurried manner, and it is impossible that every member can deliberately examine every provision in every bill upon which he is called to act."

And as we have already seen, the Supreme Court of the United States, in the *Legal Tender Cases*, have recently said: "As in a state of civil society property of a citizen or subject is ownership, subject to the lawful demands of the sovereign, so contracts must be understood as made in reference to the possible exercise of the rightful authority of the government, and no obligation of a contract can extend to the defeat of legitimate government authority." 12 Wallace, 551.

In *O. & M. R. R. Co. vs. McClelland*, 25 Ill., 142-3, the Supreme Court of this State say: "The end and object of government, then, being to promote the happiness and prosperity, and to secure and protect the community in the peaceful enjoyment of their rights, and safety of their persons, it can never be intended, in the absence of express language, that government designed to part with the power of accomplishing these great objects of its creation.

It cannot be intended, in the absence of the clearest expressed intention, that it was the design of the legislature to surrender this power to a body of individuals, in no manner connected with the government, and the moving consideration of the members of which, at its creation, was only to advance their pecuniary interest. Government would cease to be of any great value, if it were to disarm itself, by grant or otherwise, so as to be unable to exercise the power, and perform the duty, of protecting its citizens in the rights, to secure which government was organized. If these powers were irrevocably yielded by the government, to irresponsible corporations, that result must inevitably ensue.

* * * When these bodies are created, although they are artificial persons, intangible, and only existing in legal contemplation, they are held to be subordinate to, and under the control of the government to the same extent as individuals. They have at all times been required

to conform to the general laws of the State, precisely as if they were real and not artificial persons. To hold otherwise, would be to say that the legislature might create an *imperium in imperio*—a government existing within a government.” See also *Bradley vs. N. Y. & N. H. R. R. Co.*, 21 Conn., 294; *Mohawk Bridge Co. vs. U & S. R. R. Co.*, 6 Paige, 554.

In the case of the *Bank of the Republic vs. County of Hamilton*, 21 Ill., 59, the Supreme Court of this State, *per* Caton, C. J., has suggested a distinction between those powers which are secured to corporations by contract and those which are mere endowments of existence. “The former,” it is said, “are their property, of which they cannot be deprived without just compensation; the latter are elements of existence, imparted to them by the law of their being, and are held by them like the natural person, subject to be controlled and modified by the legislature, the same as it may control and modify the natural endowments of the natural person.”

The Court further say: “Suppose an act passed creating a corporation and conferring upon it the same powers, faculties and capacities of natural persons, and there stops. We cannot conceive of greater powers than would be conferred on that corporation; and yet as there would be no express or implied contract that it should be above legislative interference, the law-making power could subject it to the same control that it could a natural person.” p. 59, 60.

And the counsel for defendant, on page 6 of his argument says: “If the legislature had authorized Benjamin Godfrey and his associates to act as a corporation, in the transaction of the business of common carriers, between Chicago and St. Louis, the contract on the part of the State would have been the same in its legal effect as the charter of the defendant. If the act incorporating the parties had expressly stated that the corporation should have the right to fix its compensation for transporting persons and property, nothing in contemplation of law would have been added thereto.”

The point we here desire to make is, that the power to fix tolls, which is an endowment of capacity, as stated by Chief Justice Caton, cannot be construed into an irrevocable contract, in the absence of express language to that effect. The counsel for defendant admits in the quotations above made, that the statement in the act of incorporation that the company should have the right to fix its compensation for transporting persons and property gives it no greater power than it would possess if such words had not been used. He claims that the rule on the subject of fixing compensation is the same, with both natural and artificial persons. We agree with him in the correctness of this statement, and we submit that the conclusion follows irresistibly, that the grant in terms to the corporation by its charter no more makes a legislative contract, not subject to regulation by law, than the existence of the same

right in the case of a natural person acting as carrier, exempts him from the same legal control.

In both cases that power to fix rates is an endowment of existence, and in the case of the corporation is not matter of legislative contract beyond control of law. The individual acting as carrier is by natural endowment capacitated to fix charges and is subject to legislative control as we have seen. This corporation is by artificial endowment capacitated to do the same thing and is subject to like control, inasmuch as there is no express language in any of its charters that it shall not be. There being no such express grant, and nothing being taken by implication under the rule laid down in the cases above cited, this conclusion seems to follow irresistibly.

And this accords with the opinion of Chief Justice Redfield, in *Thorpe vs. R. & B. R. R. Co.*, 27 Vt. 149, where he says: "And when the regulation of police of a city or town, by general ordinances, is given to such towns and cities, and the regulation of their own internal police is given to railroads to be carried into effect by their by-laws and other regulations, it is, of course always, in all such cases, subject to the superior control of the legislature. That is a responsibility which legislatures cannot divest themselves of, if they would."

And in his treatise on Railways, Judge Redfield says: "But in this country, it is generally required, that to place the powers granted to a corporation, above the control of the legislature, they must be either such powers as are essential to the existence and just operation of a corporation of the kind in question; or else they must be expressly secured to the corporation, in its charter." 2 Redf. Railw., p. 408.

This statement seems to accord with the view of Chief Justice Caton, above cited. The right to take toll is one thing; the right to regulate it beyond legislative control is quite another; just as the right of a bank to take interest may be granted by its charter irrevocably, and yet the rate of interest may be subject to change by general law. It may be conceded that the legislature, under color of regulating the rates of toll of a railroad have not the right to establish the rates so as to destroy the value of the right to take toll. But it is not to be presumed, in the absence of any allegation in the pleadings or of any proof, that such would be the result of the law in question.

In *Thorpe vs. R. & B. R. R. Co.*, above cited, Chief Justice Redfield also says: "It is true that any statute destroying the business or profits of a bank, and equally of a railroad, is void. Hence a statute prohibiting banks from taking interest, or discounting bills or notes, would be void, as striking at the very foundation of the general objects and beneficial purposes of the charter. But a general statute reducing the rate of interest, or punishing usury, or prohibiting speculations in exchange or in depreciated paper, or the issuing of bills of a given denomination,

or creating other banks in the same vicinity, has always been regarded as valid. And while it is conceded the legislature could not prohibit existing railways from carrying freight or passengers, it is believed that beyond all question, it may so regulate these matters as to impose new obligations and restrictions upon these roads materially affecting their profits, as by not allowing them to run in an unsafe condition," &c. 27 Vt. 151—2.

And Mr. Greenleaf, in a note to his edition of Cruise on Real Property, Vol. II., p. 67, says upon this general subject: "In regard to the position that the grant of the franchise of a ferry, bridge, turnpike, or railroad, is in its nature exclusive, so that the State cannot interfere with it by the creation of another similar franchise, tending materially to impair its value, it is with great deference submitted that an important distinction should be observed between those powers of government which are essential attributes of sovereignty, indispensable to be always preserved in full vigor, such as the power to create revenues for the public purposes, to provide for the defense, to provide safe and convenient ways for the public necessity and convenience, and to take private property for public uses, and the like, and those powers which are not thus essential, such as the power to alienate the lands and other property of the State, and to make contracts of service, and of purchase and sale, or the like. Powers of the former class are essential to the constitution of society, as without them no political community can well exist; and necessity requires that they should continue unimpaired. They are entrusted to the legislature to be exercised, not to be bartered away; and it is indispensable that each legislature should assemble with the same measure of sovereign power which was held by its predecessors. Any act of the legislature disabling itself from the future exercise of powers entrusted to it for the public good must be void, being in effect a covenant to desert its paramount duty to the people."

VI.

Railways are improved public highways, and therefore can be constructed by the aid of the right of eminent domain. Railroad companies are public agents created for the practical administration of the public property (right of way) put into their hands as such agents to be administered to subserve public interests, and therefore must remain subject to public control.

In *Dyer vs. Tuskaloosa Bridge Co.*, 2 Porter, (Ala.) 303, the Court say: "The laying off, regulating, and keeping in repair, roads, highways, bridges and fences for the public use and convenience of the citizens, is an exercise of the supreme authority of the State, coeval with the institution of civil society, and indispensable to the free exercise of social

and commercial intercourse; and as soon as men cease to roam abroad as savages, and lands become appropriated to private use, the reservation for public accommodation of a sufficiency for these purposes is necessarily implied, and the mode of regulating its use is necessarily vested in the State. It is a part of the *eminent domain*, and as such is treated by all writers on public law." *Vide* Vattel, Lib. I, Cap. 20 S. 249; Bynkershoek, Lib. I, Cap. 15; Domat, Book I, Tit. 8, S. 1.

And in *R. R. Co. vs. Davis*, 2 Dev. & Bat., (N. C.,) p. 469, the Court say: "The general management has been left to individuals, whose private interests prompt them to conduct it beneficially to the public; but it is not wholly confided to them. From the nature of their undertaking, and the character of the work, they are under sufficient responsibilities, to insure the construction and preservation of the work, which is the great object of the government. The public interest and control are neither destroyed nor suspended. The control continues as far as it is consistent with the interests granted, and in all cases, as far as may be necessary to the public use. The road is a highway, although the tolls may be private property, by force of the grant of the franchise to collect them. It is a common nuisance to allow it to become ruinous, or to obstruct it. The government may, upon sufficient cause, claim a forfeiture of the charter, or compel the execution and repairs of the road by those undertaking them, by any means applicable to other persons charged with like duties in respect to other highways. The difference is, that the corporation, in lieu of the sovereign, has the custody and property of the road and the collection of the tolls, in reimbursement of the cost of construction, and remuneration for labor and risk of capital. As to the corporation, it is a franchise, like a ferry or any other. As to the public, it is a highway, and in the strictest sense, *publici juris*. The land needed for its construction is taken by the public for the public use, and not merely for the private advantage of individuals. It is only vested in the company for the purposes of the act, that is to make the road."

And in *Vedder vs. Fellows*, 20 N. Y., p. 131, the Court, *per* Strong, J., say: "The railroads are *public institutions* established by law for public accommodation. They have, except where they adjoin or are near navigable rivers, superseded all other extensive ways of conveyance, and have thus rendered travelers and owners of freight in a great measure dependent upon their means of locomotion. The companies have thus public duties to perform, and they ought not to, and in my opinion, they cannot legally subject either passengers or freight owners to regulations that are palpably unreasonable.

And in *Sanford vs. R. R. Co.*, 34 Pa. St., pp. 380, 381, the Court say: "Although a railroad company is a private corporation, in one sense of the term, it is one in which the public have a very great interest; and

the paramount object of the legislature in creating such a corporation is the interest of the public. It is upon the ground, that such companies are incorporated for public use, that the power given to them to take private property for the construction of their roads against the will of the owners, has been sustained. The legislature possesses no constitutional power to authorize the seizure of private property for private purposes, even on giving just compensation, * * *

Whenever a charter is granted for the purpose of constructing a railroad, and the corporation is clothed with the power to take private property, in order to carry out its object it is an inference of law, from the extent of the power conferred, and the subject matter of the grant, that the road is for the public accommodation. The right to take tolls is the compensation to be received for the benefits conferred. If the public are entitled to these advantages, it results from the nature of the right, the benefits should be extended to *all alike*, and that no *special privilege* should be granted to one man, or *set of men*, and denied to others.

And in *Essex & North East R. R. Co. vs. Casey*, 26 Pa. St., pp. 307-308, the Court, *per* Black, J., say: "This act, however, takes nothing but the road. Is that private property? Certainly not! It is a public highway, solemnly devoted by law to the public use. When the lands were taken to build it on, they were taken for public use; otherwise they could not have been taken at all. It is true the plaintiffs had a right to take tolls from all who traveled or carried freight on it, according to certain rates fixed in the charter, but that was a mere franchise, a privilege derived entirely from the charter, and it was gone when the charter was repealed. The State may grant to a corporation, or to an individual, the franchise of taking tolls on any highway, opened or to be opened, whether it be a railroad or river, canal or bridge, turn-pike or common road.

When the franchise ceases by its own limitation, by forfeiture or by repeal, the highway is thrown back on the hands of the State, and it becomes her duty, as the sovereign guardian of the public rights and interests, to take care of it. She may renew the franchise, give it to some other person, exercise it herself, or declare the highway open and free to all people. If the railway itself was the private property of the stockholders, then it remains theirs and they may use it without a charter as other people use their own—run it on their own account—charge what tolls they please—close it or open it when they think proper—disregard every interest but their own. The repeal of charters on such terms would be courted by every railroad company in the State; for it would have no effect but to emancipate them from the control of law, and convert their limited privileges into a broad unbounded license. On this principle a corporation might be rewarded, but never punished for misconduct. Repeal of its charter instead of bringing it to a

shameful end, would put "length of days in its right hand and in its left hand riches and honor." But it is not so. Railroads made by the authority of the commonwealth upon land taken under her right of eminent domain, and established by her laws as thoroughfares for the commerce that passes through her borders, are her highways. No corporation has any property in them though corporations may have franchises annexed to and exercisable within them."

And in the *Louisville, Cincinnati and Charleston R. R. Co. vs. Chappell*, 1 Rice (S. C.) p. 398 the Court say, *per* Richardson J.: "Such a railroad as ours, should be held as a highway on account of its great objects, and for the same reasons, to be kept under public control. Is it not wise to hold such a company, as the guardians or lessees of a great highway, endowed with a public franchise; yet subject to the *control* which their purposes indicate as necessary and proper for such an establishment and which the general right to use the road absolutely requires, *such a road must be held as a part of the public domain*, farmed out to individual men for its practical administration and order alone, and if placed aloof from such control, it would inevitably become suspected of partiality and odious to the people."

And in *West River Bridge Co., vs. Dix*, 6 How. (U. S.) p. 556, the Court say, *per* Woodbury J.: "The use must be for the people at large—for travelers—for all—must also be compulsory by them, and not optional with the owners—must be a right by the people, not a favor—*must be under public regulations as to tolls*, or owned, or subject to be owned, by the State, in order to make the corporation and object public for a purpose like this."

The Supreme Court of Wisconsin, in *Whiting vs. Sheboygan Railway Co.*, 18th Am. Law Reg. p. 165, (March 1870) *per* Dixon C. J., say: "The public use therefore, which has been held to justify the application of the doctrine of eminent domain in the case of these railroads owned and operated by private individuals, consists in the fact, that the owners cannot, without reasonable excuse, refuse to receive and transport passengers and freight when offered, at usual rates, and in the fact that *the State retains the power to regulate and control the franchise and limit the amount of tolls, which it shall be lawful for the owners to charge.*

The use consists in these facts and these alone. And as a man may be said to possess and enjoy the estate of another, the use of which by that other he may regulate and control, so that it shall not be turned to his detriment or disadvantage, so the public, *through this reserved power of the State*, may be said to possess and enjoy the land condemned, for use by these railroad companies. And this is the public use which has been held to justify the exercise of the power of eminent domain in behalf of such corporations; a power, which by the barrier erected by the constitution requiring payment of full compensation to the owner, is far less

susceptible of legislative abuse and far less dangerous to private right than the power of taxation."

And in *The People ex rel. etc. vs. Salem*, 20 Mich., 483, the Court say, *per* Cooley, J. : "It is proper however to add the remark, even where the necessity is conceded, I do not understand that the right of eminent domain can be exercised on behalf of private parties or corporations *unless the State, in permitting it reserves to itself a right to supervise and control the use by such regulations as shall insure to the public the benefit promised thereby*, and as shall preclude the purpose which the public had in view in authorizing the appropriation, being defeated by partiality or unreasonably selfish action, on the part of those who only on the ground of public convenience and welfare have been suffered to make the appropriation."

And in the Supreme Court of this State, in *The Chicago, Danville & Vincennes R. R. Co. vs. Frederick Smith*, opinion filed at Ottawa, Jan. 22, 1872, the Court, *per* Thornton, J., say : "The courts while ready and willing to protect these corporations in all their rights, have uniformly asserted, and seem determined to maintain their *obligations to the public*. The principles of common law, and their charters, *accepted* by them, and which clothe them with a portion of the sovereignty of the State, *impose duties on them to the public, which they must discharge*. They can be compelled, by the mandates of the courts, to a full performance of them, and parties seeking redress need not resort to the imperfect action at common law but may apply for the more effectual remedy by *mandamus*."

Railways are improved public highways; and the courts have uniformly held that they are of such public use as to justify the exercise of the right of eminent domain in taking all real estate that may be necessary for the construction and maintenance of the road, its depots, side tracks, stations, machine shops and other necessary appendages ; disfiguring and rendering unfit for cultivation, farms, and even in destroying dwellings."

From the authorities above cited we see that the privilege of making a road and taking tolls thereon is a public franchise, delegated to the corporation as the agent of the government. It is an attribute of sovereignty which can never be exercised by an individual or corporation without the express authority of the State ; it therefore must remain subject to public control.

The legislative authority, which is vested in the General Assembly, is a trust which cannot be irrevocably delegated. The Legislature may authorize its exercise through agents of the public, and indeed cannot exercise it otherwise, but those public agents must, of necessity, remain subject to the control of their principal.

If it be true, as is established by the authorities above cited, that railroads are public highways and are free to the people of the State for the transportation of persons and property, then the ultimate right to regulate and limit the rate of toll inheres in the legislative department of the State government, and is essential to the well-being of the State. Railroads are not matters of mere private concern. They are public institutions created by law, and acquiring the use of property by the exercise of the highest power of sovereignty, that of eminent domain. And in administering the use thus acquired, and which belongs to the public, they act only as public agents, and must as such be subject to public control.

The public have an easement over the roads, the right to which is as sacred as the right of individual property, or the right of the corporations to collect tolls. The right to the use resides in the public, and is above the control of the corporation. In the very act of fixing tolls, the corporations are only exercising the power delegated to them as public agents, in the administration of the public property which is put into their hands by the exercise of the highest power of sovereignty. The Legislature has as much power to protect the public right in the use of the easement, and to protect it in the enjoyment of it at reasonable rates and without discrimination, as much right to enforce such protection as the corporation has to assert its claim to the right of way and to exact tolls for the use of it.

It has often been assumed that the decision of the Supreme Court of the United States in the Dartmouth College case, establishes the proposition that the granting of every charter of incorporation by the Legislature of a State, and every provision of such charter, becomes matter of contract between the State and the corporation thus created, and therefore fixed and irrevocable beyond all power of modification or control. For some considerable time after that decision even municipal corporations were supposed to possess their powers by a tenure equally fixed as matter of contract, but this idea has been universally abandoned. A careful examination of the opinion of Chief Justice Marshall, speaking for the court in the Dartmouth College case, will show that no such inference is warranted by the language employed, but on the contrary, so far as relates to provisions of a public character in a charter, is expressly guarded against. To illustrate this we cite from the Chief Justice, in that case. "The points for consideration are," he says:

"1. Is this contract protected by the constitution of the United States ?

"2. Is it impaired by the acts under which the defendant holds ?

On the first point, he says : "It has been argued, among other things, that taken in its broad, unlimited sense, the clause would be an unprofitable and vexatious interference with the internal concerns of a

State, would unnecessarily and unwisely embarrass its legislation, and render immutable those civil institutions which are established for purposes of internal government, and which, to subserve those purposes, ought to vary with varying circumstances. That as the framers of the constitution could never have intended to insert in that instrument a provision so unnecessary, so mischievous and so repugnant to its general spirit, the term "contract" must be understood in a more limited sense.' (4 Wheaton, 627-8.) "The general correctness of these observations," he says, "cannot be controverted. That the framers of the constitution did not intend to restrain the States in the regulation of their civil institutions, adopted for internal government, and that the instrument that they have given us is not to be so construed, may be admitted. *

* * * * * If the act of incorporation be a grant of political power, *if it create a civil institution, to be employed in the administration of the government*, or if the funds of the college be public property, or if the State of New Hampshire, as a government, be alone interested in its transactions, the subject is one in which the Legislature of the State may act according to its own judgment, unrestrained by any limitation of its power imposed by the constitution of the United States." p. 629-30.

And he further says: "The character of civil institutions does not grow out of their incorporation, but out of the manner in which they are formed, and the objects for which they are created. The right to change them is not founded on their being incorporated, but on their being the instruments of government, created for its purposes. The same institutions, created for the same objects, though not incorporated, would be public institutions, and of course be controllable by the Legislature. *The incorporating act neither gives nor prevents this control.*" p. 638.

The authorities cited agree unanimously that railroads are public institutions. They must be such, or the power of acquiring the use of property by the exercise of the right of eminent domain could not be delegated to them. Private property can only be taken for public use; and railroads, in taking and using the right of way, whether the same be obtained by direct grant from the original owner or by the exercise of the delegated right of eminent domain, are public institutions, and receive the property in either method only for a public use. The only reason why they have the right to acquire property in any way, is because the Legislature has seen fit to declare that the use of property thus acquired is a public use, and for that reason has allowed them to take by grant or acquire by condemnation the lands necessary for the purposes of public highways. And public highways, though entrusted as part of the public domain to the administration of corporations, otherwise private, are public institutions, and therefore, in the language of Chief Justice Marshall, are "of course controllable by the Legislature."

We think it has been demonstrated by the reasoning and authorities before presented, that the existence of an artificial person, created by charter from the Legislature, confers upon such creature no higher rights than are possessed by individual citizens. Both are alike subject to the control of the Legislature, so far as it may deem it proper to impose regulations for the promotion of the general welfare of the citizens of the State. Chartered rights, while they are to be upheld and protected within their proper limits and to the extent to which they are capable of being conferred, yet, like the rights of individuals, are and must remain subject to such regulation by law as, from time to time, the public good may require. This shows the pregnancy of the meaning of Chief Justice Marshall, in the language above cited, where he says: "The incorporated act neither gives nor prevents this control."

But still more must this be true that the Legislature has the right to control its own agents in the administration of public property committed to their hands for public use. A railroad, which is said to belong to a corporation, is in fact public property, and really belongs to the State, while the corporation is only the agent of the State to manage and administer that property. It follows, therefore, that the State may, from time to time, prescribe such regulations to its agents as in the judgment of the Legislature may seem best calculated to promote the interests of the public.

It appears from the general scope of the foregoing authorities that the supposed sanctity of corporate privileges rests rather upon the claims of the corporations themselves, and a vague and imperfect understanding of the law as declared by the courts, than upon the law itself, when fully understood.

It is not true that these creatures of the State have passed beyond all power of control, and that the vast and varied interests of all the people of the land are forever to be subject to the supposed interests and even caprices of corporations created ostensibly for the public good, and maintained as agents of the public welfare. It must not be overlooked that the great question in this case is not one of vested rights under a contract, but one of constitutional power on the part of the Legislature to make such contract, and thus divest itself irrevocably of all power of control over public highways, the public institutions of the State, however much the public interests may demand it. The Legislature cannot change the constitution or make a new constitution, and yet it would be doing just this, if it could limit the governmental powers of a future Legislature.

There are and can be no vested rights of governmental power in any individual or corporation, except those conferred by the constitution.

J. H. ROWELL,

State's Attorney.

HAMILTON SPENCER, } *Of Counsel.*
R. M. BENJAMIN, }

JUDICIAL OPINION BY JUDGE THOMAS F. TIPTON,
IN THE CASE OF RAILROAD COMMISSIONERS *vs.* CHICAGO
AND ALTON RAILROAD COMPANY.

IN THE CIRCUIT COURT OF McLEAN COUNTY.

*The People of the State of Illinois, ex. rel. Gustavus Koerner, Richard P.
Morgan, Jr., and David S. Hammond, Railroad and Warehouse Com-
missioners,*

vs.

The Chicago and Alton Railroad Company.

Quo warranto.

This is a proceeding by information, in the nature of a *quo warranto*, commenced upon the relation of the Railroad and Warehouse Commissioners, for the purpose of obtaining adjudication, that the defendant has forfeited its franchises for a violation of the act of the General Assembly, approved April 7, 1871, entitled "An act to prevent unjust discriminations and extortions in the rates to be charged by the different railroads in this State, for the transportation of freight on said roads."

The information alleges that the defendant was, at the time of the committing of the grievances complained of, and still is, a railroad corporation, organized under the laws of this State, and engaged in the business of transporting merchandise between Chicago and East St. Louis, and between those places and intermediate ones, and between such intermediate places respectively. That the line of defendant's road extends from Chicago, through Lexington and Bloomington, and that the defendant had repeatedly charged and received, for transporting lumber from Chicago to Lexington, a distance of one hundred and ten miles, the sum of five dollars and sixty-five cents per thousand feet; while at the same time it had only charged and received for the transportation of like lumber, from Chicago to Bloomington, a distance of one hundred and twenty-six miles, the sum of five dollars per

thousand feet. By means of which acts the information alleges that the defendant forfeited its franchise, and has, since such forfeiture, wrongfully exercised the privileges conferred by its charter. The defendant by its plea admits that it has repeatedly charged and received five dollars and sixty-five cents per thousand feet, for the transportation of lumber from Chicago to Lexington, while it at the same time charged and received only five dollars per thousand feet for the transportation of like lumber from Chicago to Bloomington. And it sets up the several acts of the legislature by which it is incorporated, and insists that it has the right to fix tolls for transportation of property at its discretion; and that the act of 1871 is in violation of the contract made with it by the legislature in its charter, and is therefore void under the provision of the constitution of the United States forbidding any State to pass any law impairing the obligation of contracts. The plea further alleges that the charges for transporting lumber from Chicago to Lexington were fixed by the president and board of directors of the defendant, as reasonable, and were in fact reasonable. That the charges for transporting lumber from Chicago to Bloomington were unreasonably low, but were adopted in order to compete with the Illinois Central Railroad Company, so as to protect the customers of the defendant from an attempted injury in the reduction of the rates by the Illinois Central Railroad Company. To this plea a general demurrer was interposed, and the case comes up for hearing on the demurrer.

The present constitution of the State of Illinois, adopted in 1870, contains the following provisions:

“Railways heretofore constructed, or that may hereafter be constructed, in this State, are hereby declared public highways, and shall be free to all persons for the transportation of their persons, and their property thereon, under such regulations as may be prescribed by law. And the General Assembly shall, from time to time, pass laws establishing reasonable maximum rates of charges for the transportation of passengers and freight on the different railroads in this State.”—Art. XI, section 12.

“The General Assembly shall pass laws to correct abuses, and prevent unjust discrimination and extortion, in the rates of freight and passenger tariffs, on the different roads in the State; and enforce such laws by adequate penalties to the extent, if necessary, for that purpose, of forfeiture of their property and franchises.—Article XI, section 15.

The act of the legislature of April 7, 1871, in force July 1st, 1871, is as follows:

SECTION 1. *Be it enacted by the people of the State of Illinois represented in the General Assembly:* That no railroad corporation, organized or doing business in this State, under any act of incorporation or general law of this State, now in force, or which may be hereafter enacted, shall

charge or collect for the transportation of goods, merchandise, or property, on its said road, for any distance, the same nor any larger nor greater amount as toll or compensation, than is at the same time charged or collected for the transportation of similar quantities of the same class of goods, merchandise, or property, over a greater distance upon the same road."—Laws of 1871-72, page 635.

The only question presented by the case is, whether this section of the act of 1871 is in conflict with the provision of the constitution of the United States above referred to.

It is contended by the counsel for the defendant, that the original corporators of defendant, and their successors, were authorized by the State to act in a corporate capacity, and to transmit their interest in the enterprise in a manner unknown to the common law; that the artificial person thus created was authorized to contract and be contracted with, to sue and be sued, and exercise substantially for the purposes of its creation all the powers of a natural person. That defendant was especially authorized to fix, establish, take and receive such rates of toll, for all passengers and property transported, as its directors should from time to time establish. That the corporators of the present corporation were authorized to acquire for themselves, and their successors, by purchase, transfer or conveyance, all the rights and franchises theretofore conferred upon the old corporation. That such rights and privileges were acquired, and the new corporation was especially authorized to fix the rates of toll for the transporting of freight and passengers over its road, in clear and explicit terms. It is alleged in the plea of defendant, and admitted by the demurrer, that the charges of five dollars and sixty-five cents per thousand feet for the transportation of lumber from Chicago to Lexington were reasonable; but that is not the case made by the information. The case made by the information is this: That the defendant had repeatedly transported lumber from Chicago to Lexington, a distance of one hundred and ten miles, and charged therefor the sum of five dollars and sixty-five cents per thousand feet as tolls, and compensation for such transportation; and that during the same time the defendants transported like lumber from Chicago to Bloomington, a distance (one hundred and twenty-six miles) greater than from Chicago to Lexington. The lumber transported to Bloomington over the road, necessarily passed through Lexington. The defendant by its plea avers, as an explanation, or reason for charging a greater amount of toll or compensation for the transportation of lumber from Chicago to Lexington than it charged for the transportation of like lumber from Chicago to Bloomington, "That the charges for transporting lumber from Chicago to Bloomington were unreasonably low, but were adopted in order to compete with the Illinois Central Railroad Company, so as to

protect the customers of the defendant from an attempted injury in the reduction of the rates by the Illinois Central Railroad Company." The right of defendant to charge a reasonable compensation for the transportation of freight, is not questioned by this proceeding. The object of the people, through their representatives in the General Assembly, in granting the charter of defendant was, the mutual benefit of the people and the corporation created by the charter. That the people at all times might have transportation, on payment to the corporation of a reasonable compensation ; and that the defendant should have the right to carry freight and passengers from Chicago to East St. Louis, and intermediate points, and receive for such transportation a reasonable compensation. In other words the franchise of the defendant was, that the corporators and their successors, might transact the business of constructing, maintaining and operating a railroad, from Chicago to East St. Louis, and of transporting persons and property thereon, as a corporation, with all the powers of a natural person ; charging and receiving a reasonable compensation for transporting persons and property, as common carriers. The defendant has the right by its charter to fix the tariff, or rate of compensation, which it shall receive for the transportation of passengers and freight upon its road. These charges however must be reasonable and uniform ; that is, the charges must be the same for all persons similarly situated, and for all freights of a like kind and quality, for a given service. They may divide passengers and freights into classes, with descriptive distinctions, and charge different rates for different classes, for a given service ; but the charge must be uniform for all persons and freight embraced within each class. Thus may every one know what he has to pay beforehand for passage or freight, by inspecting the table of classes and charges fixed by the company. Corporations for carrying persons and property are created for the public good ; and powers and privileges are given them on condition that they exercise the same for the mutual benefit of the corporation and the public. And their obligations to the public require them to use their powers and privileges fairly, and in such manner as is best calculated, in the prosecution of their business, to afford the largest public benefit. Corporations for carrying passengers and freight are bound to receive passengers and freight according to their custom and usage, for reasonable compensation.

It will not be contended that the President and Board of Directors of defendant, under its charter, can establish a class of rates for the transportation of persons and property over its road, which would be unreasonable, or make unjust discriminations. In fact, it is admitted by the counsel of defendant (see argument of defendant, page 15) that such corporations are not authorized to charge unreasonable rates, or make unjust discriminations. What then is the meaning of the provision of

defendant's charter, authorizing its President and Board of Directors to fix the rates to be charged by defendant for the transportation of passengers and freight? It simply means this, and no more: That the defendant, by its President and Board of Directors, should have the right to fix the rate of charges for the transportation of passengers and freight, and change the same at pleasure, provided that the same should be reasonable, and without unjust discrimination, and the road should be operated for the mutual benefit of the public and the corporation. The General Assembly have the power, and indeed it is their duty, as representatives of the people and depositaries of the trust committed to them, to enact such laws as will protect the public against unreasonable charges for the transportation of passengers and freight, and unjust discriminations. Whenever a corporation created for the transportation of passengers and freights, establishes rates of charges that are unreasonable, and compels the public to pay the same for transportation of persons and merchandise, or makes unjust discriminations, it becomes destructive of the purposes of its creation, and is not, as a matter of right, entitled to the exercise of its franchises in such manner as to defeat the very objects for which the franchises were granted by the State. It is insisted by the counsel for the defendant that the provision of the charter of defendant above cited, is a contract between the State and defendant; and within the provision of the constitution of the United States forbidding any State to pass any law impairing the obligation of contracts. The case of *Dartmouth College vs. Woodward*, 4 Wheaton, p. 518; *New Jersey vs. Wilson*, 7th Cranch 164; *Fletcher vs. Peck*, 6th Cranch 87; and the *Binghampton Bridge* case, 3d Wallace 73, are cited. To these cases I give my full approbation as I understand them. As said by Justice Davis in the case, 3 Wallace, p. 73, last cited, "We supposed if anything was settled by an unbroken course of decisions in the federal and State courts, it was that an act of incorporation was a contract between the State and the stockholder. All courts at this day are estopped from questioning this doctrine. The security of property rests upon it; and every successful enterprise is undertaken in the unshaken belief that it will never be forsaken." This principle is supported by reason, as well as authority. It was well remarked by the Chief Justice, in the *Dartmouth College* case above cited: "That the objects for which a corporation is created, are universally such as the government wishes to promote. They are deemed beneficial to the country, and this benefit constitutes the consideration; and in most cases, the sole consideration for the grant. The purposes to be attained are generally beyond the ability of individual enterprise, and can only be accomplished through the aid of associated wealth. This will not be risked unless privileges are given and securities are furnished, in an act of incorporation." And no court has ever disregarded the doctrine of

these cases, "that the charters of private corporations are contracts protected from invasion by the constitution of the United States."

"The great object of an incorporation is to bestow the character and properties of individuality on a collective and changing body of men. This capacity is always given to such a body. But privileges which may exempt it from the burdens common to individuals, do not flow necessarily from the charter, but must be expressed in it, or they do not exist." The Supreme Court of Vermont, in *Thorpe vs. R. & B. Railroad Co.*, 27 Vermont, p. 145, after quoting the above language of Chief Justice Marshall, *per* Redfield C. J., say: "this is sufficiently explicit, and, upon examination will be found, I think, to have placed the matter upon its true basis. In reason, it would seem that no fault could be found with the rule here laid down by the great expounder of American constitutional law. As to the general liability to legislative control, it places natural persons and corporations precisely upon the same ground. And it is the true ground, and the only one upon which equal rights and just liabilities and duties can be fairly based." I understand this to be the extent of the doctrine announced in the Dartmouth College case, and cases following it. I do not believe it was intended by the Court in the Dartmouth College case, and the cases following it, to determine that the right of property in a chartered corporation, was more sacred and intangible, than the same right could possibly be in the person of the citizen. And I think this view sustained by our Supreme Court in the case of *Hamilton county*, 21 Ill., p. 58. Our Court say, "Corporations are artificial persons, endowed with limited powers and capacities, and are subject to the general laws and legislation of the State, the same as natural persons. The natural man is born with sovereign powers and unlimited rights, if he be beyond the limits of governments and societies; upon entering these a portion of his rights are sacrificed, against his consent, if he objects; either to a greater or less extent, as good government may be deemed to require. It would be absurd to suppose that the powers of government are greater over the rights of the being endowed by the Creator, than over the one spoke into existence by human laws." It is the peculiar province of the Legislature to prescribe general rules for the government of society—treating corporations for the transportation of persons and property, created by the State, as persons or members, the same as individuals. The corporation created by law with the right to own and operate a railway in this State may take a grant as well as an individual; and is protected by the Federal constitution the same as an individual, and is subjected to the same legislative control. To say that corporations created by the State for the public good are above and beyond legislative control, that they may exercise their franchises in such manner as to become destructive of the very purposes for which they were created, is a doctrine

too unreasonable to be entertained for a moment. In the case of the *Charles River Bridge Co. vs. Warren Bridge*, 11 Peters, 420, the Supreme Court of the United States, *per* Taney, Chief Justice, say: "The continued existence of a government would be of no great value if, by implications and presumptions, it was disarmed of the powers necessary to accomplish the ends of its creation, and the function it was designed to perform transferred to the hands of privileged corporations. The rule of construction announced by the court was not confined to the taxing power, nor is it so limited in the opinion delivered. On the contrary, it was distinctly placed on the ground that the interests of the community were concerned in preserving, undiminished, the power then in question; and whenever any power of the State is said to be surrendered, or diminished, whether it be the taxing power or any other, affecting the public interest, the same principle applies, and the rule of construction must be the same. No one will question that the interest of the great body of the people of the State would in this instance be affected by the surrender of this great line of travel to a single corporation with the rights to exact toll, and exclude competition for seventy years. While the rights of private property are sacredly guarded, we must not forget that the community also have rights, and that the happiness and well-being of every citizen depend on their faithful preservation." In the case of *East Hartford vs. Hartford Bridge Co.*, 10 Howard, 534, the Supreme Court, *per* Woodbury, Judge, say: "One of the highest attributes and duties of a legislature is to regulate public matters, with all public bodies, no less than the community, from time to time, in the manner which the public welfare may appear to demand. It can neither devolve these duties permanently on other public bodies, nor permanently suspend or abandon them itself, without being usually regarded as unfaithful, and indeed attempting what is wholly beyond its constitutional competency. It is bound also to continue to regulate such public matters and bodies, as much as to organize them at first. Where not constrained by some constitutional provision this power is inherent in its nature, design and attitude; and the community possess as deep and permanent an interest in such power remaining in, and being exercised by, the legislature, when the public progress and welfare demand it, as individuals or corporations can, in any instance, possess in restraining it."

The settled principle is, that the General Assembly cannot part with its powers of legislation, upon all questions in which the public are concerned, by any proceedings, so as not to be able to continue the exercise of them. It can, and should exercise its legislative powers, as often as the public interest require. Its members are made by the people agents or trustees for them, on this subject, and can possess no authority to grant or sell their powers over the trust, to corporations or individuals. See *Goszler vs. Corporation of Georgetown*, 8 Wheat., 597-8.

The same doctrine is maintained by the Supreme Court of Pennsylvania in the case of *Mott vs. Penn. Railroad Co.*, 30 Penn. St., page 35. State constitutions "are forms of government, prescribed by the people of the respective States, to the authorities instituted by them. All the departments of government are instituted to exercise the functions of government for the common good; and the constitution distributes those functions among them. This attribution and distribution of authority is made by the people; not as a gift that may be disposed of and put beyond their reach, but as a trust to be exercised for their benefit as occasion may require; not that it may be abandoned or bargained at the discretion of their agents, but that those agents may act for the people in administering it. It is an attribution and distribution of authority for exercise and administration, and nothing more. In the nature of things it is impossible to imply an authority in governmental agents, to diminish the governmental power that is naturally inherent in the people that constitute them. The people's power is not parted with by the institutions of government, but only delegated; and this delegation being essentially revocable, cannot be possibly authorize an act that will prevent its complete revocation."

The Supreme Court of Ohio, in the case of the *Toledo Bank vs. Bond*, 1 Ohio St. 659, say: "The question here presented, is whether the civil authority of the government, granted or conferred in any manner, can be made the legitimate subject matter of a contract. I entertain the opinion clearly, that it cannot, within the true intent and meaning of the restrictive clause of the constitution of the United States. In this country, no vested rights of private property can exist, or be held, in the civil power or authority of government. Our constitution declares that the sole object of government is to secure to the people the blessings of liberty, and promote their common welfare. Our government being one of delegated powers, founded on the principles that sovereignty is inherent in the people; that civil power and authority are expressly delegated to the government only for the public good; and that all power and authority, not expressly delegated, remain with the people; it follows that the civil power delegated to the government is a high and sacred *trust*, to be exercised solely for the equal protection and common benefit of the people. No portion of it can be sold out by the government, or parted with by contract. When, in the establishment of the civil institutions of the State, or in the administration of the government, civil power is vested, or delegated, to any person or persons, it is still a *trust*, to be exercised pursuant to the design of its original delegation by the people; and ever subject to control and regulation for that purpose. The claim, therefore, that vested rights of private property can be created and held in the civil authority, or special privileges

granted or conferred by the government, is in derogation of the fundamental principles of all civil government in this country."

And Judge Cooley, in his treatise on "Constitutional Limitations," after a full review of the cases on this subject, sums up his conclusions as follows :

"It would seem, therefore, to be the prevailing opinion, and one based upon sound reason, that the State could not barter away, or in any manner abridge or weaken any of those essential powers, which are inherent in all governments, and the existence of which, in full vigor, is important to the well-being of organized society; and that any contract to that end, being without authority, cannot be enforced under the provision of the national constitution now under consideration." The State, in authorizing the defendant to act as a common carrier, undertook that it should have all the powers and privileges, and be subject to all the duties of a natural person, without express words to that effect. Artificial persons are responsible to the same extent as natural persons, have the same lien for their charges, and have in many other respects the same rights. At common law it is a violation of the obligation of a common carrier to charge unreasonable and excessive compensation for the discharge of any of its duties, and a carrier authorized to transact business in a corporate capacity, who makes excessive and unreasonable charges, or unjust discriminations, violates its duty to the public, and abuses the purpose of its creation. Common carriers acting under a charter are liable to the public for any abuse in their charges. At the time of the enactment of the several acts of incorporation relied upon by the defendant, they were passed by the General Assembly in view of the facts that the common law was in force in this State, and also that the same would remain in force. And the acts of incorporation must be interpreted in the light of the common law. The General Assembly in granting to defendant its charter in the several acts of incorporation relied upon by defendant in its plea, authorized the corporation thus created to construct a railroad from Chicago to East St. Louis, with the right to run and operate the same as if a natural person, and subject to the same control by the Legislature. Now, it being admitted by the demurrer that the charges for the transportation of lumber from Chicago to Lexington were reasonable, and that the charges from Chicago to Bloomington were unreasonably low; and were so adopted to compete with the Illinois Central Railroad Company, so as to protect the customers of defendant from an attempted injury by the reduction of rates of toll on the Illinois Central Railroad; it is insisted by the defendant, that it had a right to fix the charges or rates of compensation unreasonably low from Chicago to Bloomington, provided the charges for all the intermediate points were reasonable, and that the propriety of making greater charges for a shorter, than a longer distance, for the carriage

of freight as well as passengers, in order to meet competition, is a right that railroad companies had always claimed, and have exercised under the circumstances alleged in the plea. And such, so far as I know, has been the uniform practice in this country, as well as in England. At common law, a carrier would have the right to charge for the transportation of freight, a less sum for a longer distance than for a shorter one, provided that the charges at all the intermediate points were reasonable, and the discrimination such as not to be unjust. And, under the English railway traffic act, this question has often been judicially considered, and it has been uniformly held by the English courts that cases like this were not within that act of Parliament. And, upon careful examination of the act, it is clear to my mind that the case at bar, and the cases cited in the brief of counsel for defendant, from the English courts, are not within the purview of the English traffic act. It is the settled doctrine of the English courts, under the English traffic act, that railway companies have the right to charge a higher rate for carrying freight and passengers a shorter distance than for a longer one, and that cases of this character do not come within the act of Parliament of 1854; and that that act is simply a reiteration of the common law doctrine in that respect. The English cases, like the case at bar, are within the act of the General Assembly of April 7th, 1871. This act does not attempt to fix any specific rates for transportation by railways. It leaves the rates to be fixed by the corporations themselves, and only establishes the general rule that when a railroad corporation has fixed a rate for the transportation of property a given distance, it should not charge a higher rate for the transportation of similar property a less distance, upon the same road. Had the Constitutional Convention adopted, and the people ratified a provision, and the legislature passed laws similar to the English Railway Traffic Act of 1854, cited by defendant's counsel, there can be no doubt, from the admission of defendant's counsel, that such constitutional provision and laws would have been valid and binding upon all the railroads of this State.

The English statute was passed for the same purpose as ours, (although not so comprehensive in its meaning) to correct abuses from which the common law, by the method of its procedure, did not afford adequate remedies.

By the English statute, the subject of unjust discriminations between different communities is not provided against. The authorities cited by defendant's counsel abundantly establish this point. These authorities relate only to the construction of the statute itself and not to the power of Parliament to prevent discrimination between communities. It is nowhere suggested, in any of the cases cited, that the statute is, or that such a statute as ours would be, in conflict with any of the great fundamental principles of the English constitution.

The General Assembly has as high authority as Parliament, except wherein it is limited by the constitution of the State or of the United States. As we have seen, the act of the General Assembly is in exact conformity to, and expressly required by the constitution of this State. It is admitted by the defendant's counsel (page 15) "That such companies were not authorized to charge unreasonable rates, or make unjust discriminations." This being so, can it be said that the act in question is in violation of the constitution of the United States? It follows from the reasoning before presented, that the legislature had the constitutional power to pass the act in question. If the legislature has the power to prevent discrimination between individuals, by making such discrimination punishable by adequate penalties, and to determine what shall constitute an unjust discrimination between individuals, why is it not equally true that discrimination between communities may be unjust? and that the legislature may so determine, and protect the public by general laws against such discrimination. It does not follow, in my judgment, necessarily that because charges are reasonable to one point, and unreasonably low to another point, that the discrimination between the two, may not be unjust. Take the case of a stock dealer at Lexington, shipping ten car loads of stock to Chicago per week. He pays, say thirty-five dollars per car, from Lexington to Chicago, for the transportation. Such sum may be a reasonable compensation or rate. Another stock dealer, residing at Blomington, shipping a like number of car loads of stock per week, only pays say five dollars per car for the transportation of his stock. Can the dealer residing at Lexington compete in the market at Chicago or Buffalo with the dealer residing at Bloomington? And can it be said that the legislature has so contracted with defendant as that it cannot pass general laws to prevent such discrimination? The very object of granting charters to railroad companies by the State was that the people should have the right of transportation of the products of the country to and from the great centers of trade without unjust discrimination. The particular method by which this object should be attained rests only in the discretion of the legislature. If it has the power to legislate on the subject at all, its legislation must control, whether courts deem the provisions wise or unwise. The legislature has determined that discrimination between communities—that is, a greater charge for a less distance over the same road—is unjust and hurtful to the interests of the people at large. The effect of such discrimination is to transfer by artificial means the natural advantages possessed by one community to another less favorably situated. To allow this is to subordinate the general interests of the public to the real or supposed advantages of the particular railroad corporation by whose action the unnatural effect is produced, and would be to abandon the right and duty of the legislature to afford by law equal protection to all the

citizens of the State. By former reasoning it will be seen that railroad corporations do not hold their property and franchises by a higher tenure than the citizen holds his farm or other property. "The settled principle growing out of our form of government is, that every holder of property, however absolute and unqualified may be his title, holds it under the implied liability that the use of it may be so regulated that it shall not be injurious to the equal enjoyment by others of their property, nor hurtful to the rights of the community. * * * Rights of property, like all other social and conventional rights, are subject to such reasonable limitations in their enjoyment, as shall prevent them from being injurious; and to such reasonable restraints and regulations established by law, as the legislature, under the governing and controlling power vested in them by the constitution, may think necessary and expedient.

Railways are improved public highways, and therefore can be constructed by the aid of the right of eminent domain; and the corporations so created are public agents, created for the practical administration of the public property (right of way), put into their hands as such agents, to be administered to subserve public interests.

Whenever a charter is granted to a railway company for the purpose of constructing a railroad, and the corporation is clothed with power to take private property in order to carry out its object, it is an inference of law, from the extent of the power conferred, and the subject matter of the grant, that the road is for public accommodation. The Supreme Court of Michigan, in the case of the People *ex. rel.*, etc., *vs.* Salem, 20 Mich., 483, say *per* Cooley, J.: "It is proper, however, to add the remark: Even where the necessity is conceded, I do not understand that the right of eminent domain can be exercised on behalf of private parties, or corporations, unless the State in permitting it, reserves to itself a right to supervise and control the use, by such regulations as shall insure to the public the benefit promised thereby."

The lines of railways in this State are public highways. Their use is for the people at large, for travelers and shippers. They are compelled, as before stated, to receive and transport passengers and freight, according to the usage of the corporations. The public have an easement over the roads, the right to which, in its proper exercise, is as sacred as the right of individual property, or the right of the corporation to collect tolls, or compensation. The right to the use resides in the public, and is above the control of the corporation. In the very act of fixing tolls, or rates, the corporations are only exercising the power delegated to them as public agents, in the administration of the public property, which is put into their hands for the exercise of the highest powers of sovereignty. The legislature has as much power to protect the public right in the use of easement and to protect it in the enjoyment of it,

at reasonable rates, and without discrimination—as much right to enforce such protection as the corporation has to assert its claim to the right of way, and to exact tolls for the use of it. The road, *sub-modo*, with all its rolling stock, buildings, fixtures, machine shops, and other property pertaining to it, is private property, owned and operated by the corporation for the mutual benefit of the public and the corporation. The principles of the common law, and their charters excepted by them, and which clothe them with such ample powers, impose duties on them to the public, which they must discharge, and the manner of enforcing a faithful performance of these duties is within the legislative power of the State. The provision of defendant's charter authorizing the President and Directors to fix the rates of compensation for the transportation of persons and property does not change the legal effect from what it would have been had no such provision been contained in the charter. The charter of defendant, without the provision, would have given the President and Directors the right to fix the rates of compensation for the transportation of persons and property under proper regulations, and the provision authorizing the fixing of the rates of compensation for the transportation of persons and property, in contemplation of law, adds nothing thereto. The power to fix the rates of compensation for the transportation of persons and property is an endowment of capacity, and in this country, in order to place the powers granted to a corporation above the control of the legislature, they must be either such powers as are essential to the existence and just operation of the corporation, or else they must be expressly secured to the corporation in its charter. To show that the right to fix the tolls or compensation for the transportation of persons and property is an endowment of capacity, and subject to the control of the legislature, I make the following quotation from our own Supreme Court in the case of *Bank of the Republic vs. County of Hamilton*, 21 Ill., p. 58.

“An absolute government may deprive all its subjects, whether natural or artificial, of all rights, and even of being. To this very day the absolute power is claimed and exercised by the British Parliament, and there is no compact existing between the people and the government in that free and enlightened country, protecting the subject against the concentrated powers of the State. Society here might have been organized conferring upon government the same absolute powers over the citizen or subject; but, happily, restrictions were adopted curtailing these absolute powers which experience has shown left the hands of power sufficiently strong to govern this people. The trouble has been, in considering what the legislature may and may not do with corporations of its own creation, that we have too much lost sight of the distinction between those powers which are secured to them by contract

and those which are mere endowments of existence. The former are their property, of which they cannot be deprived without just compensation; the latter are elements of existence imparted to them by the law of their being, and are held by them like the natural rights of the natural person, subject to be controlled and modified by the legislature the same as it may control and modify the natural endowments of the natural person. It may not be easy at all times to distinguish between those rights which are secured by the contract contained in their charter and those which are conferred upon them as capacities or elements of their beings. * * * If, in a law creating an artificial being, rights or powers are conferred upon it which, by the express terms of the act, or by reasonable intendment, shall not be taken away or modified by a subsequent law without the consent of the corporation, that becomes what has been termed a charter contract, and becomes a property in the hands of the corporation, and is protected by those constitutional provisions referred to; but unless there be such express provision or reasonable intendment that such right or faculty shall not be touched by subsequent legislation, it is held in the same subordination to governmental control to which the rights and faculties existing in natural persons are subject. Suppose an act passed, creating a corporation, and conferring upon it the same powers, faculties and capacities of natural persons, and there stops. We cannot conceive of greater powers than would be conferred on that corporation, and yet, as there would be no express or implied contract that it should be above legislative interference, the law-making power could subject it to the same control that it could a natural person. So again should a law be passed declaring that a certain individual should enjoy a right exclusively, which he had formerly possessed in common with all men, or should thereafter enjoy a right of which he had, in common with others, been deprived, and the law, in express terms, or by fair intendment, should guarantee the enjoyment of such right perpetually, that would be a contract with the legislature, which would vest in him a property in such right in which he would be protected to the same extent, and in the same way, that the same rights secured in the same manner to a corporation would be protected. Whenever, therefore, a property is asserted in a right, whether it be a right inherent in a natural person, or conferred by law upon an artificial person, the first inquiry presented is, has the legislature renounced the power to legislate further upon such right, or subject it to further legislative control? If so, then a property is secured; if not, it is a naked right, which is subject to governmental regulation, the same as all other rights, which may be dealt with by the law-making power as the public good may require."

It will be seen by the reasoning and authorities above cited, that an artificial person, created by charter from the legislature, has no greater

or higher rights than are possessed by individual citizens ; that there can be no vested rights of governmental power, in any individual, or corporation, except those conferred by the constitution ; and that under our constitution, railways are public highways ; and that on taking and using the right of way, whether the same be obtained by direct grant from the original owner, or by the exercise of the delegated right of eminent domain, they are public institutions, and receive the property, (the right of way), in either method only for public use. The only reason why they have the right to acquire property in any way, is because the legislature has seen fit to declare that the use of property, thus acquired, is a public use, and for that reason has allowed them to take by grant, or acquire by condemnation, the lands necessary for right of way, depot grounds, &c. And the property thus entrusted to railway corporations is to be used by them as a part of the public domain, and is therefore controllable by the legislature. The character of railway corporations does not grow out of the mere fact of their incorporation, but out of the manner in which they are formed, and the object for which they are created. The right to control them by the law-making power of the State is not founded on their being incorporated, but on their being the instruments of government created for its purposes, and because they are in their relation to the State public institutions.

The act of the General Assembly in question has never received a judicial construction. The question was fully discussed in the Constitutional Convention of 1870. [See debates. Volume II. 1611-1647, 1708-1723.] This convention, after full discussion, determined that the legislature not only had the constitutional right, but the convention made it the duty of the legislature to enact the section of the act of April 7th, 1871-2, in controversy in this case. While this determination has not the binding force upon this court of a judicial decision by the Supreme Court, yet I think it proper to consider that determination as of great weight in the absence of judicial construction, considering as I do that that convention was perhaps the ablest body of deliberative men ever met in this State. And it is to be considered also that this act in question was enacted by the General Assembly in the light of the action of the Constitutional Convention, and the vote of the people ratifying the same, and that it was approved by the Governor, who is perhaps one of the ablest constitutional lawyers of the State. This question of the right of the legislature "to pass laws to correct abuses and prevent unjust discrimination, and extortion, in the rates of freight and passenger tariffs on the different railroads of this State, and enforce such laws by adequate penalties to the extent, if necessary for that purpose, of forfeiture of their property and franchises," having been determined in favor of the right by the Constitutional Convention

of 1870, the people in the adoption of the constitution, the legislative department of the State, and by the executive department, I think such determination should be respected, and that after such determination courts should only declare the act to be in violation of the provision of the federal constitution, when it is clearly made to appear that the claim of the defendant that its chartered rights are impaired by the law is well founded. Believing, as I do, that no part of the contract between the State and the defendant is impaired by the law in question, I hold, for the reasons here given, and upon the authorities cited, that the State retains the power, notwithstanding the charter of defendant, to so regulate and control the franchise of defendant as to determine what shall constitute, and to prevent by proper legislation, unjust discrimination between communities, as well as between individuals of the same community. The demurrer to the plea is therefore sustained.

PAPER "D."

1. *A COMMUNICATION FROM A COMMITTEE FROM THE
CHICAGO BOARD OF TRADE,*

ON THE SUBJECT OF

U N D E R B I L L I N G .

2. WITH THE REPLY OF THE COMMISSIONERS THERETO.
-

"D," 1.

*To the Honorable Board of Railroad and Warehouse Commissioners of
the State of Illinois:*

GENTLEMAN: The undersigned were appointed on May 16th, last, by the Directors of the Chicago Board of Trade, to investigate the underbilling of grain when shipped by rail, and to represent the matter to the railroad managers and to your Board.

You are aware that the railroads have uniformly denied the same responsibility for bulk grain which they assume for other freight, and that little or no attention has been paid to the ascertaining of the amount delivered to them at time of shipment. They have been in the habit, where grain is not delivered to them from elevators, and when the actual weight has not, as a matter of necessity, come under their notice, of billing the grain as "shipper's weight," taking this weight from the statement of the shipper, and giving therefor a bill-lading reading "more or less," or some other equivalent clause. This has opened the door to underbilling until shippers have become habituated to understating, when possible, the amount of grain in each car, and the consequent saving in freight has come to be an important matter in such shipments.

In addition to this, agents have connived at underbilling when they have not been allowed to cut freight rates, and have given preferences to certain shippers by authorizing, or allowing cars to be loaded in excess of the amount stated on the way-bill.

On our appointment, our first step was to address a circular letter to most of the managers of railroad lines engaged in the transportation of grain, to which replies were received, recognizing the practice, and its magnitude, and expressing a desire and willingness to adopt some feasible plan for its correction, from the following gentlemen, representing their respective lines:

J. H. Rutter, Gen. Freight Agent, N. Y. C. & H. R. R.

Wm. Stewart, Gen. Freight Agent, Penn. Co.

R. C. Meldrum, for S. B. Kingston, Jr., P. C. R. R., and William P. Shinn, Gen. Freight Agent, P., Ft. W. & C. R. R.

Chas. Paine, Gen. Supt., L. S. & M. S. R. R.

J. B. Carson, Gen. Freight Agent, T., W. & W. R. R.

W. E. Main, Gen. Freight Agent, T., P. & W. R. R.

L. Hills, Gen. Freight Agent, C., C. & I. R. R.

H. E. Sargent, Gen. Supt., M. C. R. R.

R. Harris, Gen. Supt., C., B. & Q. R. R.

J. R. Reed, Gen. Freight Agent, C., H. & D. R. R.

J. E. Simpson, Gen. Supt., and H. W. Hibbard, Gen. Freight Agent,
T. H. & Ind. R. R.

J. S. Cook, Gen. Freight Agent, P., P. & J. R. R.

B. F. Smith, Gen. Manager, Red Line.

F. H. Kingsbury, Gen. Supt., Star, Union and National Lines.

We then attempted the procuring of statistics by which the fact and extent of the practice might be fully shown, after which we addressed a communication and statement to the railroad managers, and we hand you herewith a copy of this statement, and call your attention to the statistics appended thereto.

You will notice that we mention the results of the practice to be, on the part of the roads, a loss of earnings, and a great risk to their property, and to the lives of the public traveling over their lines. And on the part of the trade, a placing of honest men at a disadvantage; the driving of the trade from those points whence grain can be shipped only at actual weight, and the rendering possible of *over-billing*, when by so doing a dishonest shipper can make the more money; and we further say that the present form of receipt, or bill-lading, for bulk grain is fitted to none of the purposes of commerce, since it is indefinite and binding for the delivery of no fixed amount at destination. In this respect it is in marked contrast with the bill-lading given by common carriers by water, which are definite, and which provide for the delivery at the port of discharge of the exact amount received.

Within a few months some efforts have been made by the roads to discover and prevent this practice, but since these efforts have been accompanied by the former purpose of escaping responsibility for the amount of grain while in the cars, they have been imperfect, and successful only to a limited extent.

Our opinion is, that the cure for this and other evils in the transportation of grain, lies only in the roads being made responsible for the amount of grain actually delivered to them, and being required to deliver the same amount at destination. For this purpose they must be compelled to know what they receive and what they deliver; and there is manifest injustice in their disclaiming responsibility for the care, or wastage, or shrinkage of property which is entirely in their control, and over which the persons on whom they have hitherto thrown the responsibility have no control, and can exercise no care while it is in the hands of the roads.

It may be said that this evil is one which the roads themselves will remedy when they find they are losing money as a consequence. But, meanwhile, the effect upon the trade is disastrous, both in the demoralizing element introduced by making honesty less profitable than dishonesty, and by diverting the traffic into new currents. We consider this practice only a new development of the long standing difficulties attending the transportation of bulk grain by rail. Since we began the investigation of this matter our attention has been called to repeated cases of improper preferences of some shippers over others, both in the amount of freight charges and the giving of priority in shipment; and to the restrictions as to where a shipper shall send his grain—the distance it may be carried by the railroad he is dependent upon being deemed of greater importance than the profit or desire of the shipper himself, and this alike regardless of the law or equity involved.

It has been found well nigh impossible for individuals successfully to combat the ample means of the roads in the legal contests and delays which seem to be necessary in establishing correct principles and practices, and in enforcing existing laws, and we therefore suggest for your consideration the practicability of some combined effort between yourselves, representing the State, and our Board. And since this traffic extends into and between so many States of our Union, we also suggest the possibility of national enactments by which the rights of the trade may be secured with an uniformity equal to, and co-extensive with the traffic itself. While there is doubt as to the extent to which the State may regulate this traffic, and also as to the wisdom of Congress making any effort at fixing freight rates, there can be no question as to the beneficial effect of an uniformity secured by national laws stating and confirming the general rights of the trade, and the consequent standing in the United States courts of all citizens in cases of infringement of these rights. The authority for these enactments we find in the provision of our National Constitution which gives to Congress alone the power to regulate commerce between the States.

Truly yours,

J. W. SYKES,
THOS. WIGHT,
W. N. STURGES,

Committee appointed by the Directors of the Chicago Board of Trade.

CHICAGO, October 22, 1872.

To the Managers and Officers of the Railroad Lines engaged in the Transportation of Grain:

GENTLEMEN: The undersigned were appointed May 16th, last, by the Directors of the Chicago Board of Trade, to consider the matter of the underbilling of grain when shipped by railroad, its results upon the trade, and to endeavor to bring about some correction of the abuse.

Since our appointment we have corresponded with many of you who control and manage the more important of the roads, and have received such assurances of interest in this matter, and of desire to do what may be possible to correct in the best way this practice, that we take satisfaction in laying before you the results of our investigations, and also our deductions therefrom.

We have been kindly favored by merchants engaged in the trade, who have given us access to their books and papers, and from these we have taken such data, as show the facts of the practice, its being other than accidental, and its magnitude. We could present data from merchants to a further extent were it necessary.

In addition to this we have received, from several of you, lists of weights of cars, weighed either in transit or at destination, sometimes weighed at our request, and at other times furnished as the results of weights taken previously.

We are prepared to say, and we expect the statistics so obtained will prove, that the practice prevails generally from points where the roads take shippers' weights; that it is a willful practice, its object being the reduction of cost by saving in freight, and that, so far as our investigations show, it amounts to an average of fifty bushels of corn, or ninety bushels of oats, per car, which at present rates of freight of 70 cents 100 lbs. between Chicago and Boston, is not far from twenty dollars per car for that traffic. In connection with this statement we call your attention to the statistics before spoken of, which we append to this communication, and to the summary of them at the end. While, in compliance with the request of those merchants who furnished us a portion of these statistics, we withhold their names, we vouch for the statements given us, as in most cases some one member of this committee assisted in taking them from the proper books and documents. Their correctness is amply proved by the results of railroad weighing.

This underbilling prevails on all lines. In all the weighing which has been done by our request, it has been found except in one case. This was the weighing, by the N. Y. C. R. R., of some thirty-five Blue Line cars at Suspension Bridge, which showed no excess. A further investigation satisfied us that these cars were from a large lot loaded at Chicago and Joliet, under circumstances which prevented underbilling, and

we do not consider this case as proving that the practice does not prevail on this line. The committee has ample proof that even the Michigan Central Road has no system which is at present able to stop the practice.

Having thus stated the fact, we ask you to consider the causes which have led to it. And in stating them we do not expect you will agree with us fully. We would deem the causes of this abuse of little moment were it possible to cure the evil without considering them. We start out with the broad assertion that *the cause of this practice is found in the natural desire and attempt to obtain satisfaction for unfair treatment by the roads.* While usual care and responsibility is given to, and taken for all other goods carried by rail, bulk grain has never been cared for satisfactorily, and responsibility therefor has been persistently denied except in extreme cases. Consequently, from the time the shipper's grain has been delivered to the road until it is received from the road, all the risks of leakage, of shrinkage, of stealing, and often of the weather, have been his own, and that too without his having the power to look after it and to prevent such risks. Cars, after loading, are often allowed to stand with the doors open so that the wet might damage, or shortage occur by theft. After arrival this is repeated. Faulty cars have been furnished; claims for damage and for loss have been ignored, or paid in clear cases after long delay, and at the same time freight demanded on the full amount supposed to be in the cars, whether there or not—the exception to this last being when cars are unloaded at elevators. Shippers have loaded their grain for the East, taken their bills-lading for the full amount supposed to be in the cars, and paid freight on that amount, and on arrival of their property at destination, found it heavily short, and their claims for rebate of freight on the shrinkage and for the loss have often been met with the reply, “not responsible for wastage or shrinkage.”

After an experience of this kind, what wonder that shippers of grain bethought themselves to underbill a few hundred pounds, enough to cover the average risk of shortage? It was thus the practice began, and to this extent, and for this purpose, no blame can be attached to the shipper. If his cars, on the average, fell short 500 pounds at destination, why should he pay freight on that 500 pounds? And as the roads did not weigh the grain, but took shippers' weight for their way-bills, there was nothing to prevent underbilling. But the practice thus commenced for protection soon developed into one for ensuring profits. If 500 pounds over the way-bill could be put into a car, why might not 1,000 pounds—and if 1,000, why not 3,000? The competitions of business aggravated the matter. Western shippers who could underbill, and Eastern receivers who desired to reduce cost, conspired together, and the result is that underbilling prevails to the extent of saving ten,

twenty, thirty, and in some cases fifty per cent. of the freight, and as long as the practice is allowed to exist, the tendency will be towards a higher percentage.

It is only fair to add, to what we have said about the cause of this practice, that it has been often recognized and suggested by freight agents when direct cuts on freight were not permitted. In such cases agents have bargained that the nominal weight should be less than the actual contents of the cars; in this manner giving preferences, and to no small degree teaching shippers how the same thing could be done without contract arrangement.

The results of this evil are in two directions, one of which includes the loss on your freight receipts and the great risk attending the movement of excessively loaded cars. An ordinary car load of corn is about, or certainly not exceeding, 400 bushels, 22,400 pounds. A saving of the freight on 50 bushels—which the statistics show to be the average excess over the way-bills—is a loss to you of an amount equal to one-eighth of your earnings on the underbilled cars.

We desire to call the attention of railroad managers and owners to this statement in connection with the statistics appended, and we are clearly of the opinion that the matter in this aspect is of very great importance. As shippers of grain we have small interest in the amount of your earnings, except so far as their being secured by right or wrong principles affects our business. We claim, however, that no custom should be allowed which gives shippers, under certain circumstances, a benefit over other shippers of ten to twenty per cent., and especially so when this benefit is secured by the allowance of wrong and vicious practice.

As passengers on your cars, and liable to the accidents which are likely to result to freight trains, and also to passenger trains, as a consequence of the excessive loading of freight cars, we have a right to speak. Your cars are not constructed for the purpose of carrying over 22,000 to 23,000 pounds, and when loaded up to 26,000, 28,000, 30,000, and sometimes up to 33,000 pounds, the risk to your road-bed, rolling-stock, to following passenger trains, and to the lives of the public, is too much to pass without protest, and especially so as the preventive is clearly in your own hands.

There are results in the other direction which are most serious, and, to the trade of Chicago, of very great moment. The honest shipper is put at a disadvantage, and the odds are in favor of the man who can cheat the most. A shipper who will not underbill, even when he can, has no chance as against the man who improves every opportunity without scruple. And, as long as the roads fail to end this evil, they help to make the business of handling grain, what it already too much

is, rather the practice of improper methods and the exercise of anything but business skill and courage.

At Chicago, and at some other points in the interior, the grain has been mostly loaded at elevators, from which the weight is ascertained. In such cases underbilling is not possible, and consequently Chicago, and some other points, cannot compete in the trade except as they can buy and ship grain which does not pass through elevator, and so get the benefit of the practice. As a result, with the exception of shipments to New York city and some other points at which the roads have weighing facilities, grain is not shipped from elevators, and the trade failing in Chicago to find opportunity for securing the lowest cost, finds its way elsewhere to our detriment, and we believe, to your loss, as we know that on a fair deal Chicago can load all the cars on the lines running eastward from our city at a better freight than is received from a division of the rate from any other point.

The result has already been severe on the traffic of this city with New England, New York State, and Pennsylvania. A large share of it has been taken away from us, not as a result of business enterprise, but rather of these opportunities for reducing cost by securing the transportation of a large percentage of the property without paying freight therefor.

One result of this matter remains yet to be mentioned—a result serious and of great moment to the trade—and which it has a right to call upon you to prevent. In some cases a much less amount has been shipped than the way-bill has called for, and the shipper has drawn, or collected for a fraudulent amount, based upon the bill-lading. We think we have a right to claim of the roads that they shall adopt a system which shall make a bill-lading a good voucher, and a safe basis for a draft, or for an advance of money. *A bill-lading which reads, "more or less," "shipper's weight," "owner's risk of shortage," or any other of the common ways which signify that the contracting road neither knows nor desires to know the weight, and which seeks to avoid the proper responsibility for the property, is fitted for none of the purposes of commerce.* It opens the door, on the one hand, to the cheating of the roads by sending more freight than is paid for, or, on the other, to drawing on the consignee for a larger amount than is actually in the cars, assisted in the latter case by a voucher good for nothing and given on his own statement merely.

The cure for this practice may be partial or complete. We shall be glad to secure at once a partial remedy, and hope in the end for a complete cure. The experience of the roads which have weighed in transit is such as to warrant us in saying that *detection is not cure*. Yet it is better than no efforts to prevent. We therefore suggest, as a first step, that the efforts which are now being made to weigh in transit all grain

loaded cars be continued with better system and greater persistence and uniformity. We are in possession of letters from some railroad managers saying all grain passing over their roads is weighed, and we have, at the same time, not only the evidence of our experience as shippers over such roads, but also the direct assertions of subordinates that such weighing is not done, and that it is impossible, with present facilities, to do it. In the face of letters to the above effect we know that the practice of the same roads is to send to the shipper for his weight, and then to make an entry on books and bill-lading signifying other than the real source from which the weight was ascertained.

With proper facilities at the important connections and points of transfer the practice can be so detected that it would become difficult for any car to go through without its real weight being known, and we urge that this result be secured at once.

Detection, however, will not prevent the effort to underbill being made, neither will it prevent the excessive loading of your cars, nor the fraudulent *overbilling* we have spoken of. We are quite of the opinion that the only remedy is to treat bulk grain exactly as you treat other freight; you must know what you receive, properly care for it while in your custody, and properly deliver at destination what you took at point of shipment, and also furnish, when you receive the property, a good and sufficient negotiable voucher for it.

We are convinced that the interests of the roads and of the trade are really in the same direction, that there can be no practice good for one which is injurious to the other, and therefore we urge this matter with all earnestness. We suggest that you adopt a system virtually as follows:

That at all points where grain is received on cars where the weight can be known, you, by a proper officer, see the weights and give a bill-lading guaranteeing the delivery of the same amount at destination, less a proper allowance for natural shrinkage, say one per cent., and this to be stated in the bill-lading.

That when the grain is loaded at a station where no weighing facilities exist, give no bill-lading or contract, unless the shipper desires one containing substantially this clause: "Not weighed, to be weighed at — station; the weight there found will be the basis of way-bill, and guaranteed." Run the car to first point where weighing facilities do exist, return the weight there found to the original station to be made the basis of the way-bill, and then give the shipper a guaranteed bill-lading unless he shall previously have taken the incomplete one. Put a clause in the bill-lading, or contract, providing that the guarantee of weights applies only to grain unloaded at stations where facilities exist, or may be erected, for weighing out the contents of the cars, and at such places have the weighing attended to by a proper officer.

The effect of this system would be to cause the speedy erection of good and sufficient scales at all points where grain, to any amount, is either loaded or unloaded. And since the certainty of receiving at destination the amount originally shipped is the real and great demand from the trade, the failure to secure which is the cause of most of the present trouble, we hope for a system of this kind within a reasonable time. We are sure there are no great difficulties in the way of bettering the present lack of system, and though the one we propose will place fully on the roads the responsibility of caring properly for the grain from the time it is loaded until it is taken from the cars, we look upon it as including so much of protection and safety to your own interests and property as to entitle it to your favorable consideration.

We are confident that your losses by shortages under this system will be less than at present by excessive loading, and less also than the cost of any efforts you may make for the mere detection of over-weight. And we advise that you concede promptly and amicably to the desires of the trade rather than add to the discontent now existing, likely as it is to increase the present efforts to secure by law what it is undoubtedly for your interest to grant as a matter of right.

J. W. SYKES,
THOS. WIGHT,
WM. N. STURGES,

A Committee appointed by the Directors of the Chicago Board of Trade.

CHICAGO, October 15, 1872.

STATEMENT of weight of 10 car loads of oats unloaded at East Somerville, Mass., by G. P. Ray, City Weigher of Boston, being all the oats weighed out by Mr. Ray, at East Somerville, between the 9th of March and the 12th of April, 1872. Memorandum furnished by Quincy A. Vinal, Esq., Committee of the Boston Commercial Exchange. These cars supposed to be from Darlington or Mineral Point.

Date.		No. Car.	Pounds.
1872.	March 9	4,242	26,432
	" 9	4,460	26,592
	" 16	4,706	23,840
	" 23	4,811	23,856
	" 28	188	23,820
	" 28	4,223	24,000
	April 1	2,046	24,480
	" 2	4,137	24,112
	" 10, (Blue Line)	4,518	30,320
	" 12	7,036	25,184
Total			252,636
All billed 20,000 lbs. per car, or			200,000
Showing an excess received over what freight was paid on of			52,636
Or 26½ per cent.—the largest excess being 10,320 lbs. in one car, and the smallest being 3,840 lbs., and an average of 5,263 lbs.			

STATEMENT of weight of 7 Blue Line cars containing corn, five of which were weighed out at Lawrence, Mass., and two at East Somerville, Mass. Furnished by Quincy A. Vinal, Esq. Supposed to be from Lena, Ill., via Ill. Cent. R. R. to Chicago. Car No. 416 on arrival was marked, "send to shop, journal hot."

Date.		No Car.	Pounds.
1872. March 26.....	Weighed at Lawrence, Mass.....	3,092	31,090
" " 26.....	" " " ".....	3,294	31,310
" " 30.....	" " " ".....	2,057	31,370
" " 29.....	" " " ".....	3,049	32,260
" " 29.....	" " " ".....	4,291	32,060
" " 26.....	Weighed at East Somerville, Mass.....	2,016	29,624
" " 26.....	" " " ".....	416	31,920
			219,634
3 Cars, Nos. 4,291, 2,016 and 416, were billed 22,000 lbs. each. 4 Cars, Nos. 3,092, 3,294, 2,057 and 3,049, 20,000 each.....			146,000
Excess over way-bill fifty per cent.....			73,634

The excess per car being:

Car No. 3,092.....	11,090 lbs.
" " 3,294.....	11,310 "
" " 2,057.....	11,370 "
" " 3,049.....	12,260 "
" " 4,291.....	10,060 "
" " 2,016.....	7,624 "
" " 416.....	9,920 "

Averaging 10,519 lbs.

STATEMENT of 39 cars received at Chicago, by Messrs. ———, from two country shippers, and unloaded on track; comprising all the cars sent to this firm by these two shippers during the months indicated. Freight paid to Chicago on each car 20,000 pounds c:

Date.	Actual weight.	Excess.
1872. January.....	31,130	11,130
" ".....	27,175	7,175
" ".....	27,190	7,190
" ".....	27,740	7,740
" ".....	31,600	11,600
" ".....	29,650	9,650
" ".....	28,815	8,815
" ".....	30,445	10,445
" ".....	28,735	8,735
" ".....	22,150	2,150
February.....	30,920	10,920
" ".....	26,275	6,275
" ".....	28,820	8,820
" ".....	28,290	8,290
" ".....	31,080	11,080
" ".....	29,400	9,400
March.....	27,795	5,795
" ".....	26,150	6,150
" ".....	29,770	9,770
" ".....	28,000	8,000
" ".....	28,420	8,420
" ".....	30,550	10,550
" ".....	28,110	8,110
" ".....	32,100	12,100
" ".....	28,225	8,225
" ".....	27,250	7,250
" ".....	27,175	7,175
" ".....	24,143	4,143
" ".....	26,800	6,800
April,.....	23,450	3,450
May,.....	23,900	3,900
" ".....	26,600	6,600

Statement—Continued.

Date.	Actual weight.	Excess.
1872. June.....	22,960	2,960
“.....	23,580	3,580
“.....	23,870	3,870
“.....	23,450	3,450
July.....	26,680	6,680
“.....	25,355	5,355
“.....	27,955	7,955

Total actual weight of 39 cars.....	1,069,703 lbs.
Freight paid on.....	780,000
Excess.....	289,703
Average of excess per car, 7,428 lbs., or 37 per cent. of amount freight was paid on—	
Largest car exceeding way-bill.....	12,100 lbs.
Smallest car “ “.....	2,150 lbs.

STATEMENT in gross of 38 cars shipped from Chicago in May and June, 1872, by Messrs. ——— by the Blue Line:

	Pounds
Actual invoice weight of 38 cars.....	938,078
Bill-lading weight.....	816,760
Underbilled.....	121,318
Average per car of actual weight.....	24,686
“ “ Bill-lading.....	21,494
“ “ Underbilling.....	3,192
Or nearly 15 per cent. in excess of way-bill	

The parties who furnished the committee these weights declined giving the detail of each car.

STATEMENT of 50 cars shipped from Chicago in June and July, 1872, by Messrs. ———, by the lines mentioned.

	Billed w't.	Actual w't.
National Line.....	21,000	23,000
“.....	21,000	23,000
“.....	21,000	23,000
“.....	21,000	23,000
“.....	21,000	23,000
“.....	21,000	23,000
Empire Line.....	21,000	23,000
“.....	21,500	23,000
“.....	21,500	23,000
B. & O. Line.....	20,000	22,400
National Line.....	21,000	23,000
“.....	22,000	22,400
“.....	22,000	23,000
Nottingham's Line.....	21,000	23,000
“.....	21,000	23,000
National Line.....	20,000	22,000
“.....	22,000	23,000
“.....	20,156	23,000
“.....	21,000	23,000
Fort Wayne Line.....	21,200	22,400
National Line.....	22,000	24,000
“.....	21,400	22,400
Erie and North Shore.....	21,500	24,000
Blue Line.....	20,000	22,000
“.....	20,000	22,000
“.....	20,000	22,000
“.....	20,000	22,000
“.....	20,000	22,000
Nottingham's Line.....	20,000	22,000
“.....	20,000	22,000

Statement—Continued.

	Billed w't.	Actual w't.
National Line.....	20,000	22,000
".....	22,000	23,000
".....	21,000	23,000
".....	21,500	24,000
".....	21,100	22,400
Nottingham's Line.....	21,250	23,000
".....	21,000	23,000
".....	21,000	23,000
".....	21,000	23,000
National Line.....	21,350	23,350
Fort Wayne Line.....	21,000	23,000
Star Union Line.....	21,400	22,400
".....	21,400	22,400
National Line.....	21,000	23,000
Nottingham's Line.....	20,000	22,000
National Line.....	21,000	23,000
".....	21,000	23,000
Nottingham's Line.....	21,000	23,000
Empire Line.....	21,000	23,000
National Line.....	21,000	23,000
Total actual weight of the 50 cars—pounds.....		1,139,150
" bill lading weight.....		1,047,756
" underbilled.....		91,394
Average underbilling, per car—pounds.....		1,828
Or nearly 9 per cent. in excess of way-bill.		

STATEMENT of nine cars of Corn bought in transit by J. W. Sykes & Co., which on receipt of papers, proved to be underbilled 33,687 lbs.

Actual weight paid for was (lbs).....	215,687
Bill lading weight was.....	182,000
Excess.....	33,687
Or an average per car of 3,743 lbs., or 18 per cent. above the way-bill weight.	

STATEMENT of billed and actual weights of 50 Empire Line cars of grain, furnished by General Joseph Stockton, Agent, under date of Aug. 19, 1872.

Billed weight.....	Actual weight.....	Excess.....
20,000	24,000	4,000
21,000	23,430	2,430
20,000	23,000	3,000
20,000	21,100	1,100
20,100	22,000	1,900
19,000	19,500	500
21,900	22,900	1,000
21,400	22,700	1,300
20,000	21,800	1,800
20,000	22,900	2,900
22,000	31,660	9,660
21,190	23,300	2,110
20,000	22,355	2,355
18,700	22,296	3,596
18,000	20,181	3,181
20,000	20,550	550
18,700	23,395	3,695
22,000	22,545	545
21,000	21,770	770
21,000	21,651	651
21,000	22,285	1,285
21,500	22,350	850
21,000	22,400	1,400
21,000	21,901	901
20,000	22,800	2,800
20,000	22,500	2,500
20,000	22,800	2,800
20,000	23,500	3,500
20,000	21,000	1,000
20,000	22,500	2,500
20,000	21,500	1,500

Statement—Continued.

Billed weight.....	21,000	Actual weight.....	24,000	Excess.....	3,000
".....	21,200	".....	23,000	".....	1,800
".....	20,000	".....	23,000	".....	3,000
".....	20,000	".....	22,000	".....	2,000
".....	20,000	".....	21,900	".....	1,900
".....	20,000	".....	21,900	".....	1,900
".....	22,000	".....	23,000	".....	1,000
".....	22,000	".....	23,000	".....	1,000
".....	22,000	".....	24,500	".....	2,500
".....	20,000	".....	20,839	".....	839
".....	21,000	".....	22,300	".....	1,300
".....	21,000	".....	22,342	".....	1,342
".....	20,000	".....	23,000	".....	3,000
".....	21,000	".....	22,712	".....	1,712
".....	21,000	".....	22,300	".....	1,300
".....	20,000	".....	23,000	".....	3,000
".....	20,000	".....	22,500	".....	2,500
".....	20,000	".....	23,000	".....	3,000
".....	20,000	".....	24,000	".....	4,000

50 cars, actual weight, pounds..... 1,130,802
 Billed weight, pounds..... 1,022,690

Excess, pounds..... 108,112

Or an average of 2,162 pounds per car; or more than 10 per cent over the way-bill.

Largest excess on one car—pounds..... 9,600
 Smallest..... 500

GENERAL FREIGHT OFFICE OF THE
 CINCINNATI, HAMILTON AND DAYTON RAILROAD COMPANY,
 CINCINNATI, August 5, 1872.

J. W. SYKES, ESQ., *Chicago, Illinois :*

DEAR SIR:—Herewith find statement of 52 cars grain arriving here from different points, as per dates given, with bill weights and actual opposite, as ascertained by re-weighing as per your request. This, I think, is just about as they will run when not loaded from elevators.

Yours truly,

J. R. REED, *G. F. Agent.*

STATEMENT of weights of 52 Cars, furnished by J. R. Reed, Esq., General Freight Agent, C. H. & D. R. R.

Date.	Car.	From.	Wt. Billed.	Correct Wt.	Excess over way-bill.
1872. June 19.....	0,126	Eaton.....	20,000	22,000	2,000
" 29.....	1,092	Indianapolis.....	20,000	23,600	3,600
July 1.....	1,306	Peoria.....	20,000	22,590	2,590
" 2.....	293	Rushville.....	22,000	24,300	2,300
" 4.....	1,809	Tippecanoe.....	20,000	22,000	2,000
" 4.....	2,572	".....	21,000	24,300	3,300
" 4.....	274	Indianapolis.....	20,000	21,500	1,500
" 4.....	291	".....	20,000	23,400	3,400
" 4.....	1,124	Peoria.....	20,000	22,000	2,000
" 3.....	140	".....	20,000	24,500	4,500
June 29.....	28	Indianapolis.....	21,000	24,180	2,930
July 9.....	316	Rushville.....	22,200	22,700	500
" 8.....	1,344	Indianapolis.....	20,000	22,300	2,300
" 11.....	0,122	Tippecanoe.....	20,000	22,800	2,800
" 11.....	0,135	".....	20,000	23,800	3,800
" 11.....	237	Indianapolis.....	20,000	23,250	3,250
" 11.....	48	".....	20,000	23,000	3,000
" 12.....	1,002	Peoria.....	20,000	21,800	1,800
" 15.....	1,368	Indianapolis.....	20,280	22,700	2,420
" 15.....	1,066	".....	20,410	22,000	1,590
" 17.....	6,015	Tippecanoe.....	22,000	24,660	2,660
" 17.....	0,136	".....	21,000	24,330	3,330
" 19.....	1,263	Urbana.....	21,400	21,900	500
" 19.....	1,829	New Hope.....	17,500	17,500	-----

Date.	Car.	From.	Wt. Billed.	Correct Wt.	Excess over way-bill.
1872. July 19.....	1, 218	Anderson	20, 000	21, 200	1, 200
" 18.....	1, 795	Indianapolis	21, 600	24, 690	3, 090
" 18.....	1, 364	"	21, 400	24, 600	3, 200
" 18.....	107	"	21, 300	22, 500	1, 200
" 18.....	320	Morristown	20, 000	21, 200	1, 200
" 18.....	202	Rushville	24, 000	23, 940	-----
" 18.....	215	Morristown	20, 000	19, 900	-----
" 18.....	1, 267	Eaton	20, 000	20, 180	180
" 18.....	329	Indianapolis	22, 400	22, 800	400
" 20.....	80	"	20, 000	23, 400	3, 400
" 20.....	1, 777	Wapakanetta	20, 000	23, 220	3, 220
" 19.....	0, 114	Anna	20, 000	21, 000	1, 000
" 20.....	184	Indianapolis	21, 170	24, 200	3, 030
" 20.....	17	Richmond	21, 000	21, 130	130
" 20.....	1, 748	"	19, 000	20, 780	1, 780
" 22.....	1, 005	"	24, 000	24, 200	200
" 22.....	2, 523	Botkins	20, 000	24, 350	4, 350
" 22.....	42	Piqua	20, 000	24, 750	4, 750
" 23.....	2, 557	Richmond	20, 000	22, 120	2, 120
" 23.....	106	Florence	21, 000	20, 150	-----
" 24.....	2, 501	Piqua	21, 500	22, 800	1, 300
" 24.....	2, 576	"	20, 000	24, 500	4, 500
" 26.....	1, 230	Indianapolis	20, 690	23, 350	2, 660
" 26.....	2, 269	"	20, 840	25, 500	4, 660
" 26.....	1, 394	Richmond	20, 000	22, 460	2, 460
" 26.....	1, 110	Indianapolis	20, 180	23, 100	2, 920
" 26.....	2, 641	Pipua	20, 000	24, 080	4, 080
" 26.....	0, 100	Carlisle	20, 000	24, 000	4, 000
			1, 069, 120	1, 187, 210	119, 100

1 Car correctly billed. 3 Cars overbilled 1, 010 lbs.

48 Cars. Actual weight.....1, 105, 720

Billed weights 986, 620

Excess..... 119, 100 lbs.

Being an average per car of 2481 lbs., or more than 12 per cent. above way-bill weight. Several cars over 4000 lbs. beyond billed weight.

BOSTON AND ALBANY RAILROAD COMPANY,
GENERAL FREIGHT AGENT'S OFFICE,
BOSTON, MASS., August 10, 1872.

J. W. SYKES, ESQ., *Chicago, Ill.*

DEAR SIR:—I am in receipt of your favor of the 30th ult., calling attention to a matter with which we are entirely familiar.

In reply I would say that we have not made it a practice to weigh all cars of grain passing over this road for several months, and therefore cannot comply fully with your request; but I herewith inclose to you a statement of the weights of a few cars selected at random at Worcester, 7th inst., which will give you an idea of the amount of underbilling now being carried on.

W. BLISS, *G. F. Agent.*

STATEMENT of weight of 11 cars, furnished by Wm. Bliss, Esq., General Freight Agent, B. & A. R. R.

Date.		Car.	Way-bill wt.	Actual wt.	Excess.	Recess.
1872. Aug. 2	White Line.....	5542	20,000	21,240	1,240	.....
" 1	".....	3013	21,510	21,000	.....	510
" 1	".....	52	20,000	22,000	2,000	.....
" 1	".....	253	20,000	21,400	1,400	.....
" 1	".....	1097	20,000	21,150	1,150	.....
" 2	".....	5536	22,000	22,350	350	.....
July 30	".....	2171	22,000	23,500	1,500	.....
" 31	".....	83	22,000	23,200	1,200	.....
" 31	".....	279	22,000	22,800	800	.....
Aug. 2	Red Line.....	520	23,000	22,900	.....	100
" 3	".....	4279	23,000	23,100	100	.....
			235,510	244,640	9,140	610

2 fall short from way-bill 610 lbs., one of which was loaded in East St. Louis, and the other at Toledo.
 9 over-run way-bill 9,740 lbs., an average per car of 1,082 lbs. These 9 were loaded at Pekin, Peoria, and Indianapolis.

PENNSYLVANIA COMPANY,
 OFFICE OF THE GENERAL FREIGHT AGENT,
 PITTSBURGH, PA., July 9th, 1872.

J. W. SYKES, ESQ., *Chairman Bd. Trade Committee, Chicago, Ill. :*

DEAR SIR :—Your favor of the 3d inst. received. Herewith find statement of billing and actual weight ——— car loads of grain received at this place for city delivery. All shipments of grain destined to points east of Pittsburgh are weighed by our companies, or the Pennsylvania road; the bulk grain for Pittsburgh delivery is weighed by the Pittsburgh Grain Elevator Company, and all excess over 22,000 lbs. charged at first class rates. Grain in sacks for delivery in Pittsburgh we either weigh or make consignee produce invoice before delivery. Our rules for the correction of this iniquitous swindle have been so stringent that it is our opinion that we have broken it up to such an extent as to make an attempt on the part of shippers to swindle us rather hazardous, as they are pretty sure to be caught and have the penalty enforced on them in each and every case.

Our policy is now and always has been to exact freight for every pound carried, making any necessary reduction in rate, but never deviating from full weight.

With a view to assist in breaking up this villainous overloading of cars and cheating, we will be very happy to furnish you with any facts or figures you may desire and which we may possess.

We have reason to believe that some of the agents connected with railroad companies are much to blame for the state of matters which we now deplore, and for which a remedy is sought. In many instances which have come under my observation this matter of overloading cars has been offered as an inducement to attract shipments from rival lines, the fact of over-weight being overlooked at both ends of the line in the agreement.

Yours very truly,

WM. STEWART, *G. F. Agt.*

STATEMENT of Excess and Recess on shipments of grain to Pittsburgh, via P. Ft. W. and C. R. R., in June, 1872. Furnished by Wm. Stewart, Esq., General Freight Agent, Penn. Co.

Station.	Grain.	Ship'ng wt.	Actual wt.	Excess.	Recess.
Canton.....	Oats.....	20,000	24,000	4,000	.....
Massillon.....	Malt.....	20,000	22,000	2,000	.....
".....	Oats.....	20,000	21,500	1,500	.....
".....	Malt.....	20,000	21,000	1,000	.....
".....	Barley.....	20,000	22,000	2,000	.....
Orville.....	Oats.....	20,000	22,000	2,000	.....
".....	".....	20,000	22,000	2,000	.....
".....	".....	20,000	20,950	950	.....
".....	".....	20,000	23,040	3,040	.....
".....	".....	20,000	20,640	640	.....
Wooster.....	Corn.....	20,000	21,460	1,460	.....
".....	".....	20,000	22,000	2,000	.....
".....	Oats.....	20,000	21,800	1,800	.....
".....	".....	20,000	22,000	2,000	.....
".....	".....	21,270	21,110	.....	160
".....	".....	20,000	22,000	2,000	.....
".....	".....	20,000	22,500	2,500	.....
".....	".....	20,000	21,200	1,200	.....
".....	".....	20,000	24,500	4,500	.....
".....	".....	20,000	22,000	2,000	.....
".....	".....	20,000	25,000	5,000	.....
".....	".....	20,000	23,710	3,710	.....
".....	".....	20,000	22,120	2,120	.....
".....	".....	20,000	21,890	1,890	.....
".....	".....	20,000	23,000	3,000	.....
".....	".....	20,000	23,000	3,000	.....
".....	".....	20,000	22,500	2,500	.....
".....	Wheat.....	20,000	22,000	2,000	.....
Smithville.....	Oats.....	20,000	21,450	1,450	.....
Shreve.....	".....	20,000	23,000	3,000	.....
".....	".....	20,000	20,320	320	.....
".....	".....	20,000	20,150	150	.....
Van Wert.....	Corn.....	20,000	21,680	1,680	.....
Fort Wayne.....	Oats.....	19,800	19,990	190	.....
".....	".....	19,800	22,440	2,640	.....
Lima.....	Wheat.....	20,860	20,710	.....	150
".....	".....	20,785	20,630	.....	155
Wolcottville.....	Corn.....	20,000	21,370	1,370	.....
".....	Oats.....	20,000	22,375	2,375	.....
Brady.....	Wheat.....	21,000	20,240	.....	760
".....	".....	21,000	20,660	.....	340
".....	".....	21,000	19,300	.....	1,700
Warsaw.....	Oats.....	22,200	21,890	.....	310
".....	Wheat.....	20,800	20,660	.....	140
".....	".....	20,400	20,280	.....	120
".....	".....	20,500	20,370	.....	130
".....	".....	20,680	20,540	.....	140
".....	".....	20,800	20,670	.....	130
".....	".....	20,100	19,980	.....	120
".....	".....	20,350	20,110	.....	240
".....	".....	20,350	20,240	.....	110
".....	".....	20,350	20,070	.....	280
".....	".....	20,420	20,310	.....	110
".....	".....	20,090	19,940	.....	150
".....	".....	21,900	21,750	.....	150
Bourbon.....	Oats.....	21,920	21,760	.....	160
Versailles.....	Ear Corn.....	21,000	25,088	4,088	.....
Quincy.....	Barley.....	21,835	21,360	.....	475
Chicago.....	".....	19,030	18,780	.....	250
".....	".....	23,000	23,800	800	.....
".....	".....	19,230	18,950	.....	280
".....	".....	22,975	22,790	.....	185
".....	".....	22,975	22,850	.....	125
".....	".....	22,975	22,800	.....	115
".....	".....	22,975	22,830	.....	145
".....	".....	22,975	22,870	.....	105
".....	".....	22,237	22,020	.....	217
".....	".....	21,625	21,360	.....	265
".....	".....	21,250	21,650	400	.....
".....	".....	21,750	21,300	.....	450
".....	Rye.....	21,500	21,170	.....	320
".....	".....	21,500	21,400	.....	100
".....	".....	19,800	19,580	.....	220
".....	".....	20,000	20,200	200	.....
".....	".....	22,000	16,150	.....	5,850
".....	".....	20,000	23,220	3,220	.....
".....	".....	21,500	21,240	.....	260

Station,	Grain.	Ship'ng wt.	Actual wt.	Excess.	Recess.
Chicago.....	Rye.....	22,000	19,130	.....	2,880
".....	".....	20,000	22,780	2,780	.....
".....	".....	20,000	19,700	.....	300
".....	".....	22,080	21,960	.....	120
".....	".....	20,000	22,920	2,920	.....
".....	Oats.....	21,700	21,575	.....	125
".....	".....	22,000	23,170	1,170	.....
".....	".....	22,400	22,700	300	.....
".....	".....	21,000	20,570	.....	430
".....	".....	20,000	16,680	.....	3,320
".....	Corn.....	23,190	22,190	.....	1,000
".....	".....	23,300	23,190	.....	110
".....	".....	21,000	21,565	565	.....
".....	".....	20,000	20,715	715	.....
".....	".....	21,000	20,760	.....	240
".....	".....	20,000	20,620	620	.....
".....	".....	20,000	20,620	620	.....
".....	".....	22,000	22,950	950	.....
".....	".....	21,000	21,120	120	.....
".....	".....	20,000	19,370	.....	630
Total, 97 Cars.....	.....	2,011,177	2,081,548	94,453	24,082

Of these 97 cars, 40 are from Chicago, 26 of which are *overbilled* 18,527 lbs., an average of 712 lbs. per car; the largest overbilled car showing 5,850 lbs. less than the way-bill called for. From other stations are 20 cars also *overbilled* 5,555 lbs., an average of 277 lbs. per car. There are 51 cars *underbilled* in the aggregate 94,453 lbs., an average per car of 1,852 lbs. The billed weight of these 51 cars was 1,033,250 lbs., and the underbilling is not quite 10 per cent. of the billed weight.

The largest underbilling on one car is 5,000 lbs. The smallest 120 lbs.

STATEMENT of weight of cars received at Pittsburgh, via P., C. & St. L. R. R., showing weight furnished at point of shipment, and weight of Pittsburgh Grain Elevator. Furnished by Wm. Stewart, Esq., General Freight Agent Penn. Company.

Articles.	Station.	Way-bill wt	Actual wt.	Excess.
Corn.....	Dayton.....	20,000	22,880	2,880
".....	".....	20,000	22,810	2,810
".....	".....	20,000	22,600	2,600
".....	".....	20,000	22,590	2,590
".....	".....	20,000	20,910	910
".....	".....	20,000	20,940	940
".....	".....	20,000	20,990	990
".....	".....	20,000	21,000	1,000
Oats.....	".....	21,000	22,710	1,710
Corn.....	".....	20,000	22,810	2,810
".....	London.....	22,400	23,210	810
".....	".....	22,400	23,180	780
".....	".....	22,400	23,860	1,460
".....	".....	22,400	24,340	1,940
".....	".....	22,400	23,620	1,220
".....	".....	22,400	23,130	730
".....	Piqua.....	22,500	23,440	940
".....	".....	20,000	21,120	1,120
".....	St. Line.....	20,000	21,230	1,230
".....	Spring Valley.....	22,000	23,460	1,460
".....	".....	22,000	24,670	2,670
".....	Piqua.....	23,000	24,000	1,000
Rye.....	Burlington.....	20,000	23,180	3,180
Oats.....	London.....	21,450	22,280	830
Corn.....	".....	22,400	23,330	930
".....	".....	22,400	23,210	810
".....	".....	22,400	23,930	1,530

Articles.	Station.	Way-bill wt	Actual wt.	Excess.
Corn	St. Line.	22,000	23,550	1,550
"	"	21,900	23,360	1,460
"	"	21,500	23,390	1,890
"	"	21,000	23,330	2,330
"	"	20,000	22,930	2,930
"	"	21,500	22,940	1,440
"	"	22,500	23,525	1,025
"	"	20,800	21,450	650
"	Dayton.	20,000	22,680	2,680
"	"	20,000	20,965	965
Oats	"	20,000	22,520	2,520
"	"	20,000	22,500	2,500
Barley	Peoria.	20,000	21,640	1,640
Oats	"	22,000	22,435	435
"	"	22,000	22,470	470
"	"	22,400	24,270	1,870
"	"	20,750	22,560	1,810
"	"	22,900	23,770	870
"	St. Line.	20,000	26,060	6,060
Corn	Dayton	20,000	22,770	2,770
Oats	"	20,000	22,685	2,685
Corn	"	20,000	22,770	2,770
Oats	"	22,000	22,890	890
Rye.	Peoria.	20,000	20,850	850
Corn	"	22,000	23,420	1,420
"	"	24,000	25,845	1,845
"	"	24,000	26,490	2,490
"	"	22,400	24,765	2,365
"	"	22,400	24,030	1,630
Oats	"	22,500	23,380	880
"	"	21,000	21,830	830
Corn	"	22,000	24,060	2,060
"	Hebron	22,000	27,400	5,400
"	Dayton	20,000	21,000	1,000
"	"	20,000	22,960	2,960
"	"	20,000	22,810	2,810
"	"	20,000	20,970	970
"	"	20,000	22,280	2,280
"	"	20,000	22,630	2,630
"	"	20,000	22,810	2,810
"	"	20,000	22,780	2,780
"	"	20,000	22,930	2,930
Oats	"	23,000	24,090	1,090
"	"	22,500	25,080	2,580
"	"	22,500	23,840	1,340
Corn	"	20,000	20,980	980
"	"	20,000	23,180	3,180
"	"	20,000	23,025	3,025
"	"	20,000	20,920	920
"	"	20,000	20,850	850
"	"	20,000	20,950	950
Total, 78 cars, actual weight				1,789,045
Billed weight				1,647,100
Excess				141,945

Or over 8½ per cent. of the billed weight, and an average per car of 1,820 lbs.

One car is underbilled 6,060 lbs., another car 5,400 lbs., and the smallest is 435 lbs. The statistics furnished included 2 cars *overbilled*, one car 970 lbs., and the other 730 lbs.

TOLEDO, WABASH AND WESTERN RAILWAY COMPANY,
GENERAL FREIGHT OFFICE.

TOLEDO, O., July 17, 1872.

J. W. SYKES, ESQ., *Committee Chicago Board of Trade, Chicago.* :

MY DEAR SIR:—I have your favor of the 15th inst., and note with pleasure the progress you are making towards eradicating the evil of excess weights in grain shipments. In compliance with your suggestion I inclose a statement of the billed and actual weight of some 180 cars grain received at our Toledo station, showing an excess of the latter over the former of over 50 bushels per car, on an average.

It is proper to state in this connection that we have very nearly succeeded in stopping this practice, as far as shipments from our local stations are concerned, so that the main sources of such chicanery are places like Peoria, where the existence of elevators proves conclusively that the overloading is the result of deliberate intention on the part of shippers, and not of accident or carelessness on the part of any one. To illustrate the extent and influence of this evil, I cite the following case in point, which occurred in our traffic last winter: A shipper from an interior station on our road was sending corn to East St. Louis, billing 350 bushels to the car, and loading 400 bushels. We weighed the cars in the yard at East St. Louis, and as a penalty charged third-class rate on the excess, at which he remonstrated, stating his willingness to pay the same amount per hundred on the excess, as upon the grain called for in the way-bill. We would not consent to this, and told him plainly we could not see his object in overloading the cars. When cornered he produced a letter from his St. Louis correspondent, (a member of the Board of Trade of that city,) instructing him to load in that way, as the corn went back east over another road, and could be sold on the St. Louis market at two cents per bushel higher when so billed, as the purchaser would embrace the opportunity to send it underbilled over such road, and thus save (or steal), the freight on the excess.

Please let me know in what manner I can serve your committee further, and believe me in sympathy with the reform which you are endeavoring to bring about.

Very truly yours

JOHN B. CARSON, *G. F. Agent.*

STATEMENT of cars weighed at Toledo. Furnished by J. B. Carson, Esq., General Freight Agent
Toledo, Wabash and Western Railway Company.

Where from.	No. of Way-bill.	No. of Car.	Weight as billed.	Weight at Toledo.	Excess.
Peoria	2,209	7,541	22,000	24,000	2,000
"	2,334	4,776	22,000	25,000	3,000
"	2,952	158	22,000	24,500	2,500
"	3,077	524	22,000	25,900	3,900
"	3,121	2,078	20,000	24,000	4,000
"	3,158	774	20,000	23,150	3,150
"	3,159	989	20,000	23,140	3,140
Keokuk	539	246	20,000	23,680	3,680
Peoria	604	2,428	20,000	24,000	4,000
"	1,095	536	20,700	22,560	1,860
"	1,094	2,732	20,500	23,410	2,910
"	1,098	580	20,000	22,170	2,170
"	1,099	2,852	20,000	22,990	2,990
Keokuk	1,176	97	20,000	24,040	4,040
"	1,177	213	20,000	23,920	3,920
Peoria	1,182	1,266	21,000	24,340	3,340
"	1,181	402	20,500	22,980	2,480
"	1,184	2,716	20,800	24,080	3,280
Lafayette	1,274	732	22,400	24,480	2,080
Keokuk	1,275	162	20,000	23,060	3,060
Lafayette	1,450	1,994	22,400	24,430	2,030
Peoria	1,964	2,900	20,000	24,090	4,090
"	1,965	2,800	20,000	22,520	2,520
"	1,966	2,324	20,000	23,950	3,950
"	1,967	89	20,000	23,130	3,130
"	2,348	2,007	20,000	23,800	3,800
"	2,349	1,990	20,000	24,090	4,090
"	2,720	2,016	20,500	24,660	4,160
"	2,721	2,410	20,500	24,660	4,160
"	2,722	2,704	20,500	25,300	4,800
"	3,119	2,998	21,000	24,170	3,170
"	3,120	2,044	21,000	24,010	3,010
"	3,121	2,486	21,000	24,080	3,080
Keokuk	3,120	1,838	20,000	22,540	2,540
Peoria	3,244	1,422	20,000	23,350	3,350
"	3,245	2,742	21,000	24,050	3,050
"	3,327	33	20,000	23,910	3,910
Keokuk	3,363	847	20,000	24,070	4,070
Peoria	3,481	244	20,000	23,710	3,710
"	3,482	2,970	20,000	23,270	3,270
"	3,483	2,908	20,000	23,210	3,210
"	3,484	2,890	20,000	24,700	4,700
"	3,485	484	20,000	22,890	2,890
"	3,681	2,750	22,000	26,020	4,020
Keokuk	3,683	326	20,000	23,520	3,520
Peoria	3,689	812	20,000	24,310	4,310
"	3,690	2,478	21,000	25,120	4,120
"	3,693	220	21,000	24,130	3,130
"	3,694	6,274	20,000	23,270	3,270
"	3,696	120	20,000	24,420	4,420
"	3,697	2,280	21,000	24,230	3,230
"	3,698	164	21,000	24,190	3,190
"	3,700	2,688	22,000	25,470	3,470
Lafayette	3,738	215	22,400	26,690	4,290
Peoria	3,751	2,134	20,000	22,940	2,940
"	63	2,246	20,000	24,830	4,830
"	70	2,994	20,500	24,530	4,030
"	71	2,552	20,500	25,660	5,160
"	109	8	21,000	23,350	2,350
"	110	57	20,500	25,400	4,900
Keokuk	172	486	20,700	23,680	2,980
Lafayette	177	658	21,000	24,660	3,660
Peoria	178	2,538	20,500	25,680	5,180
"	179	2,264	20,500	25,960	5,460
"	180	2,728	20,500	25,130	4,630
"	181	226	20,000	23,230	3,230
Keokuk	322	658	22,400	24,420	2,020
Peoria	325	1,531	20,500	24,790	4,290
"	326	970	20,000	24,470	4,470
"	327	315	20,000	24,940	4,940
"	328	480	20,000	26,180	6,180
"	329	430	20,000	22,330	2,330
Lafayette	443	2,967	21,400	25,400	4,000
Keokuk	444	249	21,000	24,680	3,680
Peoria	445	1,807	20,500	23,030	2,530
Lafayette	448	2,922	22,400	24,780	2,380

Where from.	No. of Way-bill.	No. of Car.	Weight as billed.	Weight at Toledo.	Excess.
Lafayette	454	2,802	22,400	23,590	1,190
"	455	1,474	22,400	23,220	820
"	456	2,452	22,400	25,590	3,190
"	457	2,236	22,400	23,450	1,050
"	461	2,310	22,400	24,560	2,160
"	462	2,426	22,400	24,910	2,510
"	463	98	22,400	23,790	1,390
"	464	161	22,400	23,240	840
"	465	1,294	21,400	24,230	2,830
Peoria	466	398	20,000	24,410	4,410
"	467	258	20,000	24,670	4,670
"	468	1,266	20,500	23,310	2,810
"	469	1,972	20,500	24,880	4,380
Lafayette	470	1,421	21,400	24,230	2,830
"	471	2,380	21,400	26,150	4,750
"	472	1,872	22,400	24,300	1,900
"	473	1,887	21,400	25,080	3,680
Peoria	593	16	20,000	24,800	4,800
"	594	2,184	20,500	23,720	2,920
"	595	2,124	21,000	24,800	3,800
Lafayette	602	450	22,400	25,560	3,160
"	603	230	22,400	25,060	2,660
"	609	142	21,400	25,650	4,250
"	611	6,532	21,400	24,870	3,470
Keokuk	614	6,508	20,000	22,840	2,840
Peoria	624	166	21,000	23,750	2,750
Lafayette	625	2,502	22,400	24,100	1,700
"	626	2,536	22,400	24,130	1,730
"	627	2,570	22,400	23,630	1,230
"	636	1,834	22,400	23,810	1,410
"	637	2,984	22,400	23,890	1,490
"	638	570	22,400	23,660	1,260
"	641	2,516	22,400	23,520	1,120
Peoria	647	1,603	20,000	24,520	4,520
Lafayette	648	3,337	22,400	25,960	3,560
Peoria	796	445	22,000	24,310	2,310
Keokuk	820	2,333	21,000	23,380	2,380
"	821	97	21,000	22,080	1,080
"	838	141	20,000	22,250	2,250
"	840	2,429	21,000	22,310	1,310
"	844	2,052	22,000	24,280	2,280
"	845	2,053	22,000	25,120	3,120
"	847	2,058	22,000	24,600	2,600
Lafayette	976	2,384	22,400	24,130	1,730
"	978	2,442	22,400	26,050	3,650
Keokuk	997	336	21,000	23,240	2,240
Lafayette	998	284	22,400	24,040	1,640
Peoria	1,162	244	21,000	22,110	1,110
"	1,164	2,560	20,000	24,730	4,730
Keokuk	1,169	6,012	20,000	23,390	3,390
"	1,177	2,093	21,000	23,110	2,110
Peoria	1,179	1,691	20,000	24,500	4,500
"	1,180	2,352	20,000	25,370	5,370
"	1,181	81	20,000	22,980	2,980
"	1,182	1,951	21,000	22,169	1,160
"	1,183	668	21,000	22,940	1,940
"	1,184	815	20,000	23,260	3,260
"	1,185	936	20,000	22,950	2,950
"	1,186	1,569	20,000	24,160	4,160
Lafayette	1,238	1,170	22,400	26,160	3,760
"	1,239	1,366	22,400	24,560	2,160
"	1,240	881	22,400	24,070	1,670
"	1,241	2,204	22,400	24,160	1,760
"	1,250	2,435	21,000	23,960	2,960
"	1,255	1,466	22,400	24,140	1,740
Peoria	1,272	336	20,000	23,080	3,080
"	1,273	2,702	20,000	22,970	2,970
"	1,365	1,089	20,000	22,780	2,780
"	1,366	264	20,000	24,210	4,210
Lafayette	1,438	2,217	21,000	24,700	3,700
Keokuk	1,448	677	22,000	25,000	3,000
"	1,449	20	22,000	25,790	3,790
Lafayette	1,663	1,508	22,400	24,300	1,900
"	1,665	254	22,400	24,680	2,280
"	1,666	294	22,400	23,100	700
"	1,672	3,438	21,000	26,310	5,310
Peoria	1,679	2,006	21,000	23,320	2,320
"	1,784	514	20,500	22,400	1,900
"	1,785	290	20,500	22,700	2,200
"	1,786	572	20,000	22,400	2,400
"	1,787	1,266	20,000	22,200	2,200

Where from.	No. of Way-bill.	No. of Car.	Weight as billed.	Weight at Toledo.	Excess.
Peoria	1,788	1,009	20,000	22,900	2,900
"	1,789	30	20,000	23,500	3,500
"	1,790	1,982	20,500	22,600	2,100
"	1,791	2,216	21,000	22,400	1,400
"	1,793	2,724	20,500	23,000	2,500
"	1,794	674	20,500	23,000	2,500
"	1,795	2,542	20,500	23,000	2,500
"	1,796	2,424	20,500	23,300	2,800
"	1,797	94	20,500	23,300	2,800
"	1,800	374	20,000	23,400	3,400
"	1,801	2,696	20,500	23,500	3,000
"	1,849	2,082	20,500	23,100	2,600
Keokuk	1,855	730	22,000	23,800	1,800
"	1,856	479	22,000	24,700	2,700
Peoria	1,951	684	20,500	23,470	2,970
"	1,952	2,570	20,500	23,200	2,700
"	1,953	2,986	20,500	23,500	3,000
"	1,954	2,564	20,500	24,140	3,640
"	1,955	2,950	20,500	25,000	4,500
Lafayette	1,957	362	22,400	25,300	2,900
"	171	1,736	22,400	25,900	3,500
"	211	2,890	22,400	25,720	3,320
Total, 179 cars			3,753,700	4,302,560	548,860

Actual weight..... 4,302,560 lbs.

Way-billed as..... 3,753,700 "

Underbilled..... 548,860 "

Average per car 3,067 lbs., equal to 54 43-56 bushels of corn, and 14 6-10 per cent. over the billed weight. The largest underbilling in one car, 6,180 lbs.; the smallest 700 lbs.

RECAPITULATION.

Correct—1 car. C., H. & D. R. R., weighed same as way-bill.

Overbilled Cars.		Billed w't.	Actual w't.	Recess.
3 cars.	C., H. and D. R. R.....	82,500	81,490	1,010
2 "	Boston and Albany R. R.....	44,510	43,900	610
46 "	P., Fort Wayne and C. R. R.....	977,927	953,845	24,082
2 "	P., C. and St. Louis R. R.....	45,900	44,200	1,700
53		1,150,837	1,123,435	27,402
53 cars overbilled 27,402 lbs.; an average of 517 lbs. per car.				

Underbilled Cars.		Billed w't.	Actual w't.	Excess.
10 cars.	Weighed at East Somerville, Mass.....	200,000	252,636	52,636
7 "	Weighed at E. Somerville, Mass. and at Lawrence, Mass.....	146,000	219,634	73,634
39 "	Received at Chicago	780,000	1,069,703	289,703
38 "	Shipped from Chicago by "Blue Line".....	816,760	938,078	121,318
50 "	Shipped from Chicago by various lines.....	1,047,756	1,139,150	91,394
9 "	Bought in transit	182,000	215,687	33,687
50 "	"Empire Line"	1,022,600	1,130,802	108,112
48 "	C., H. and D. R. R.....	986,630	1,105,720	119,100
9 "	B. and A. R. R.....	191,000	200,740	9,740
51 "	P., Ft. W. and C. R. R.....	1,033,250	1,127,703	94,453
78 "	P., C. and St. L. R. R.....	1,647,100	1,789,045	141,945
179 "	T., W. and W. R. R.....	3,753,700	4,302,560	548,860
568		11,806,876	13,491,458	1,684,582

568 cars underbilled 1,684,582 lbs., an average of 2,966 lbs. per car. Equal to 52 54-56 bushels of corn or to 92 22-32 bushels of oats per car, and 14 25-100 per cent. of the billed weight. Total, 652 cars

To the foregoing communication and statistics we add the following, addressed by the representative of the "Boston Commercial Exchange"

To the President and Directors of Michigan Central Railroad Company:

GENTLEMEN—The undersigned wishes to call your attention to the fact that large quantities of corn and other kinds of grain are now passing over your road on which no freight is received, it being underbilled by shippers, at various points on the railroads connecting with your line, either at Chicago or Joliet, and shipped to various interior points in New England, where delivery is made, without your knowledge as to the weight contained in each car.

As this is a matter which is greatly injuring all honest shippers and receivers, as well as the financial prosperity and safety of your road, as one of the great traveled routes of the country, I feel it an abuse that should receive your immediate attention on behalf of your own road, or in connection with other roads forming your Through Freight Line.

On referring to your report of June 1, 1871, I find that the total quantity of grain transported during the year ending with above date was 8,958,549 bushels, equaling 465,724,884 lbs., or 23,286½ car loads of 20,000 lbs. each. As instances are not rare in which the car-loads weighed out at our Boston elevators exceed 28,000 lbs., it will at once be seen what a great loss in freight money is incurred by the railroads, while the quantity of grain they bring to the eastern markets is much greater than is shown in their traffic reports. I think it is safe to say, that on all grain shipped from *interior* points in the West to *interior* points in the East, there is an average of 10 per cent. which escapes any freight charges; thus enabling the outside receivers to largely undersell all parties who receive their grain through the Boston and Albany elevators in this city; where, in addition to the charge for freight on the *entire weight* contained in each car, the Boston dealer is subjected to a charge of 1 to 1½ cents per bushel for elevating and weighing.

Within the past five years many outside New England dealers in grain have become owners of, or have an interest in, large or small elevators in the great grain region of the West, and are thus enabled to control the shipment and receipt of grain which passes over the entire length of your road with sealed locks on the cars, thereby depriving your agents of all knowledge in regard to contents or quantity shipped, unless they weigh each car. Cars thus shipped often have an excess of from five to eight thousand pounds, and in some quite recent instances, over 10,000 pounds.

As all grain shipped through the elevators of Chicago, and other large western cities is handled by warehousemen, most of whom have no ownership or interest, except their claim for storage, and no inducement to underbill, it follows, that receivers and dealers in those cities

are unable to ship in competition against outsiders; and they are therefore forced to hold the bulk of their winter receipts until the opening of navigation.

This system of underbilling is by no means confined to grain; your road, no doubt, suffers largely from the same practice among shippers of lumber, bran and shorts, potatoes and dead hogs.

The "Michigan Central" has an enviable reputation as one of the safest and best managed railroads in this country; but with such shameful recklessness, on the part of some of its patrons, as is shown in this matter of overloading the cars, the wonder is that so few accidents have happened. In this respect a single track has been an advantage, as while the passenger trains are moving, these dangerously overloaded cars—liable to break down at any moment—are obliged to stand on sidings, instead of passing at high speed, as on a double track they would do.

Accompanying this letter I submit several freight bills for grain and lumber, which I suppose passed over your road. The shippers of this grain had no interest in so overloading the cars if they expected them to reach our elevators; but a custom has grown with some of them of billing through, trusting—and working hard—to sell and divert their grain to interior points; thus, in many instances, escaping freight charges on excess of weight shipped.

Believing as I do that "the good of each tends to the good of all, as the good of all tends to the good of each," and that as the freight business in the articles above mentioned as now conducted tends only to the gain of the unscrupulous few, while the many, fair dealing and honorable, are made to suffer in common with all who are owners of stock in the great railroads of the West, I hope you may succeed in putting a stop to this great abuse on your line.

Yours, with respect,

QUINCY A. VINAL.

BOSTON, *March 26, 1872.*

BOSTON COMMERCIAL EXCHANGE,
March 27, 1872.

At a special meeting of the Boston Commercial Exchange, held this day, the foregoing communication was submitted by Mr. Vinal, and it was voted, that the sentiments expressed therein meet the approval of the Exchange, and are hereby indorsed.

It was also voted, that Mr. Vinal go in person to the railroad officials of the West, by authority of this Exchange, to lay this matter before them, and that his expenses be borne by this Exchange.

Signed,

GEORGE F. STONE, *President.*

"D" 2.

OFFICE OF THE
RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, ILL., December 3, 1872.

MR. J. W. SYKES,
MR. THOS. WIGHT,
MR. W. N. STURGES,

Committee from the Chicago Board of Trade.

GENTLEMEN :—After reading and considering your communication of the 22d October, 1872, to this Board, we are of the opinion that, as far as the railroads are concerned, the remedy against what is called "Under-billing" is in their own hands. They have the right to weigh any grain in bulk which is received by them for shipment and to charge according to the real weight transported by them. If they do not do it, in order, on the other hand, not to be made liable for leakage, shrinkage or stealing from the grain cars, it is their own fault.

As far as shippers are concerned the statute of 25th April, 1871, in force 1st July, 1871, protects them sufficiently. The statute entitled "An act regulating the receiving and delivery of grain by railroad corporations and defining the duties of such corporations," requires them to receive grain in bulk at their tracks or depots, or warehouses adjoining their tracks or side-tracks, without distinction, discrimination or favor between one shipper and another, and without distinction or discrimination as to the manner in which such grain is offered to it for transportation, or as to the person, warehouse or place to whom or to which it may be consigned. The same law requires the railroad company to *weigh* such grain and to give a bill of lading accordingly, and holds the company liable for all loss of weight. It provides that at all places from which grain to the amount of 50,000 bushels during the previous year have been shipped, scales shall be provided for the weighing of grain by car-loads, in their cars. The penalty is one hundred (\$100) dollars for every refusal to receive or weigh grain on the terms provided, for each day, to be recovered before a justice of the peace, the fine to go to the party, suit to be in the name of the people.

As the remedy is not given to the person aggrieved upon a proper and duly authenticated statement of facts, that there was a refusal to carry grain in bulk, or that there was a refusal to weigh, or to give a bill of

lading, according to the precise weight, or to put up scales at the places designated, the Commissioners would instruct the State's Attorney of the proper county to commence suits in order to compel the railroad company to comply with the law. In case however shippers voluntarily waive the weighing for the purpose of underbilling, and agree to take bills of lading not giving a definite weight or containing clauses discharging railroad companies from their liabilities as to loss in transportation, we do not see how that could be prevented, unless the legislature from public policy, would make it a penal offense in shippers to ship exceeding 20,000 lbs. of grain in any railroad car, without the excess of weight being communicated to the railroad company at the time of shipment and assented to by it..

While the Commissioners, upon the complaints of shippers, when the facts are properly brought to their notice, should institute proceedings to compel the railroads to transport grain in bulk, to weigh and establish scales, and to give bills of lading according to weight, they are not aware that they have any power to prevent railroad companies from being imposed upon by underbilling if they will allow grain to be shipped without its being weighed or will even connive at underbilling, as seems to be sometimes the case, according to statements in your communication.

We shall at any time gladly co-operate with your honorable Board, as far as possible, in any effective measures that may be suggested for the purpose of "establishing correct principles and practices and enforcing existing laws" in so far as they relate to the transportation of persons and property on the railroads of our State.

G. KÖERNER,
 RICHD. P. MORGAN, JR.,
 D. S. HAMMOND,

Commissioners R. R. & Warehouses.

By the Commissioners:

J. H. RAYMOND,

Secretary.



PAPER "E."

REPORT, etc., OF CHARLES H. REED, ESQ.,
STATE'S ATTORNEY,

IN CASE OF

THE PEOPLE VS. MAHER.

CRIMINAL COURT OF COOK COUNTY.

PAPER "E."

OFFICE OF THE
RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, ILLINOIS, *September 5th, 1872.*

CHAS. H. REED, ESQ.,

State's Attorney, etc.:

MY DEAR SIR:—Inclosed I forward the evidence collected last month, by myself, in the Hugh Maher case, and submitted to this Board, whose order it is that the same shall be forwarded to you for presentation to the grand jury of your county.

You will also feel free to call upon Mr. Tompkins, Chief Inspector, Mr. Clary, Registrar, or myself, for any assistance possible in this case.

Very respectfully,

Your obedient servant,

J. H. RAYMOND,

Secretary.

STATE'S ATTORNEY'S OFFICE,
CHICAGO, *Oct. 3, 1872.*

HON. GUSTAVUS KOERNER,

Chairman R. R. and W. Commission :

DEAR SIR:—The case of the People *vs.* Hugh Maher, for violation of the warehouse law, in allowing grain to be removed from his warehouse, lately destroyed by fire, without canceling the receipts therefor, was presented to the grand jury of the criminal court of Cook county, on the first Monday of September last, and evidence heard, and a "true bill" found. The evidence showed a clear violation of the law. On the next day, the jury reconsidered their action and ordered that the presentment of the indictment to the court be deferred. I prepared the indictment, and presented it to them, for the indorsement of the foreman; but the jury refused to present the same to the court, and voted again thereon and failed to find a true bill.

This is a correct history of the case. I, of course, was powerless. The grand jury are the sole judges upon the question whether they will or will not find a true bill, in any case. Another jury will meet next week, when the case can again be presented.

Yours, etc.,

CHARLES H. REED,

State's Attorney.

OFFICE OF THE
RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, ILLINOIS, Oct. 8, 1872.

CHAS. H. REED, ESQ.,

State's Attorney, Cook County :

DEAR SIR:—Your favor of the 3d inst., giving the history and status of the indictment against Hugh Maher, was duly received, for which accept thanks. You will please again present the evidence of the shipment of grain by Mr. Maher, without the cancellation of corresponding receipts, to the grand jury, now in session, for it would be very much to be regretted if the State should fail to obtain justice, provided that the proof of the offense having been committed is clear.

Very respectfully, etc.,

G. KOERNER,

Chairman Commission.

By

J. H. RAYMOND,

Secretary.

STATE'S ATTORNEY'S OFFICE,
CHICAGO, October 18, 1872.

HON. GUSTAVUS KOERNER,

Chairman R. R. and W. Commission :

MY DEAR SIR:—The grand jury of the present term of the criminal court of this county has found and returned into open court a "true bill" of indictment against Hugh Maher, for removing grain from his warehouse without the cancellation of the outstanding receipts therefor. The case will be tried as soon as it can be reached for trial.

Yours, etc.,

CHARLES H. REED,

State's Attorney.

PAPER "F."

REPORT OF COMMISSIONERS,

ON

Senate Bill, No. 412, for the Establishment of Rates for the Transportation of Freight.

TWENTY-SEVENTH GENERAL ASSEMBLY.

APPENDIX "F."

Report of the Commissioners upon Senate bill No. 412, upon the subject of **FREIGHT TARIFFS.**

INTRODUCED BY SENATOR VAUGHAN.

OFFICE OF THE
RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, ILLINOIS, March 13th, 1872.

HON. ALLEN C. FULLER,

Chairman Senate Committee on Railroads,

Twenty-seventh General Assembly.

The Board of Railroad and Warehouse Commissioners, to whom was referred Senate bill No. 412, introduced by Senator Vaughan, respectfully report :

1. That a classification of roads, in regard to rates of freights, is undoubtedly just and proper, but that it is not possible for this Board, without having more time than is allowed them for investigating the matter, to judge of the propriety of the classification made in this bill. The Board has not been able to perceive any general principle upon which the classification of the roads are made, and therefore cannot judge of the expediency of establishing the rates proposed by this bill. The Board would also suggest, that the establishment of certain roads in certain classes, as proposed by this bill, without any principle regulating the classification, may render the bill subject to constitutional objections, as proposing special legislation.

2. That while we still adhere to the views expressed in our annual report, respecting an inflexible maximum rate, and would desire that some mode could be adopted, consistent with constitutional provisions, by which, on emergencies, rates could be modified by some authority appointed by law ; yet the legislature, under the constitutional injunction, "to correct abuses and prevent unjust discriminations and extortion in the rates of freight and passenger tariffs," may feel itself under the necessity of adopting some law regulating freights ; and, in that case, we would say, that the rates proposed in Senate bill No. 412 are not based upon the principle of discrimination, but conform to the prin-

ciple of charging according to the value of the service performed, allowing distance its true weight.

3. An examination of the rates proposed by the bill, on some of the leading staple articles of production in this State, will show that they are *too high*. For example: assuming one hundred miles as the average haul, the rate of freight by the car load will be,

ON CORN.

For 2d ^o class roads,	3	2-10 cents per ton, per mile.
“ 3d “	3	52-100 “ “
“ 4th “	3	84-100 “ “
“ 5th “	4	16-100 “ “

ON ILLINOIS COAL.

For 2d class roads,	2	1-10 cents per ton, per mile.
“ 3d “	2	31-100 “ “
“ 4th “	2	52-100 “ “
“ 5th “	2	73-100 “ “

ON WHEAT.

For 2d class roads,	3	40-100 cents per ton, per mile.
“ 3d “	3	74-100 “ “
“ 4th “	4	04-100 “ “
“ 5th “	4	38-100 “ “

These rates are higher than the commissioners could recommend, if satisfied of the equity of the classification of the roads,—for in many instances they are higher than the voluntary rates of the railroad companies, and much higher than the average rates for the same service in northern and eastern States.

4. The remedy to enforce the provisions of the bill is only given to the person aggrieved; and if it should be adopted by the committee, we would recommend additional remedies and adequate penalties, to be enforced by the authorities of the State, so that the general policy with reference to railroad charges may be carried out by public officers and not left to the interest or the caprice of individuals.

Very respectfully submitted.

GUSTAVUS KOERNER,
 RICH'D. P. MORGAN, JR.,
 D. S. HAMMOND,

Railroad and Warehouse Commissioners for Illinois.

By the Commissioners:

J. H. RAYMOND,
Secretary Board.

PAPER "G."

1. HOUSE BILL, No. 712.—*Being a codification of the Railroad Laws of Illinois.*
2. HOUSE BILL, No. 713.—*Being a codification of the Warehouse Laws of Illinois.*
3. SENATE BILL, No. 409.—*Being a Railroad "Police" Law.*

TWENTY-SEVENTH GENERAL ASSEMBLY.

"G."

HOUSE BILL No. 712.

1. Introduced by MR. KERNER, January 10, 1872.
2. Ordered 480 copies printed, and referred, without reading, to committee on Railroads, Jan. 10.

A BILL for "*An act to amend and consolidate into one act all the acts heretofore passed by the General Assembly, concerning the establishing a Board of Railroad and Warehouse Commissioners, the prevention of unjust discrimination and extortion, the establishing of a reasonable maximum of charges, and the regulating the receiving and delivery of grain by railroad corporations.*"

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* The commission, appointed by the Governor of this State under the act establishing a Board of Railroad and Warehouse Commissioners, in force July 1, 1871, shall remain in office under the terms and conditions of the said act, and perform the duties of their said office in pursuance of the provisions of said act, except where they are modified by this present act.

§ 2. At the expiration of the term of office of the present Commissioners, the Governor, by and with the advice and consent of the Senate, shall appoint their successors, who shall hold their offices for the term of two years, from the first day of January in the year of their appointment, and until their successors are appointed and have qualified.

§ 3. No person shall be appointed as such Commissioner who is, at the time of his appointment, in any way connected with any railroad company or warehouse, or who is directly or indirectly interested in any stock, bond or other property of, or is in the employment of, any railroad company or warehouseman. And no person appointed as such Commissioner shall, during the term of his office, become interested in any stock, bond or other property of any railroad company or warehouse. The Governor shall have power to remove any such Commissioner at any time, in his discretion.

§ 4. Before entering upon the duties of his office, each of the said Commissioners shall make and subscribe and file with the Secretary of State, an affidavit in the following form:

"I do solemnly swear (or affirm, as the case may be,) that I will support the Constitution of the United States and the Constitution of the State of Illinois, and that I will faithfully discharge the duties of the office of Commissioner of Railroads or Warehouses, according to the best of my ability."

And shall enter into bonds, with security, to be approved by the Governor, in the sum of twenty thousand dollars, conditioned for the faithful performance of his duty as such Commissioner.

§ 5. Each of said Commissioners shall receive for his services a sum not exceeding three thousand five hundred dollars per annum, payable quarterly. They shall be furnished with an office, office furniture, and stationery, at the expense of the State, and shall have power to appoint a Secretary, to perform such duties as they shall assign to him; said Secretary shall receive for his services a sum not exceeding one thousand five hundred dollars per annum. The office of the said Commissioners shall be kept at Springfield, and all sums authorized to be paid by this act shall be paid out of the State treasury, and only on the order of the Governor: *Provided*, that the total sum to be expended by said Commissioners for office rent and furniture and stationery, shall in no case exceed the total sum of one thousand two hundred dollars per annum.

§ 6. The said Commissioners have the right of passing, in the performance of their duties concerning railroads, on all railroads and railroad trains in this State.

§ 7. Every railroad company incorporated or doing business in this State, or which shall hereafter become incorporated, or do business under any general or special law of this State, shall, on or before

the first day of September, 1871, and on or before the same day in each year thereafter, make and transmit to the Commissioners appointed by virtue of this act, at their office in Springfield, a full and true statement, under oath of the proper officers of said corporation, of the affairs of their said corporation, as the same existed on the first day of the preceding July, specifying:

1. The amount of capital stock subscribed.
2. The amount of stock paid in.
3. The amount of its assets and liabilities.
4. The names and place of residence of its officers.
5. The amount of cash paid to the company on account of the original capital stock.
6. The amount of funded debt.
7. The amount of floating debt.
8. The estimated value of the road-bed, including iron and bridges.
9. The estimated value of rolling stock.
10. The estimated value of stations, buildings and fixtures.
11. The estimated value of other property.
12. The length of single main track.
13. The length of double main track.
14. The length of branches, stating whether they have single or double track.
15. The aggregate length of siding and other tracks not above enumerated.
16. The number of miles run by passenger trains during the year preceding the making of the report.
17. The number of miles run by freight trains during the same period.
18. The number of tons of through freight carried during the same time.
19. The number of tons of local freight carried during the same time.
20. Its monthly earnings for the transportation of passengers during the same time.
21. Its monthly earnings for the transportation of freight during the same time.
22. Its monthly earnings from all other sources respectively.
23. The amount of expense incurred in the running and management of passenger trains during the same time.
24. The amount of expense incurred in the running and management of freight trains during the same time; also, the amount of expense incurred in the running and management of mixed trains during the same time.
25. All other expenses incurred in the running and management of the road during the same time, including the salaries of officers, which shall be reported separately.
26. The amount expended for repairs of road and maintenance of way, including repairs and renewal of bridges and renewal of iron.
27. The amounts expended for improvement, and whether the same are estimated as a part of the expenses of operating or repairing the road; and, if either, which.
28. The amount expended for motive power and cars.
29. The amount expended for station houses, buildings and fixtures.
30. All other expenses for the maintenance of way.
31. All other expenditures, either for management of road, maintenance of way, motive power and cars, or for other purposes.
32. The rate of fare for passengers for each month during the same time, through and way passengers separately.
33. The tariff of freights, showing each change of tariff during the same time.
34. A copy of each published rate of fare for passengers and tariff of freight in force, or issued for the government of its agents during the same time.
35. Whether the rate of fare and tariff of freights in such published lists are the same as those actually received by the company during the same time; if not, what were received.
36. What express companies run on its road, and on what terms, and on what conditions; the kind of business done by them, and whether they take their freight at the depots or at the office of such express companies.
37. What freight and transportation companies run on its road, and on what terms.
38. Whether such freight and transportation companies use the cars of the railroad or the cars furnished by themselves.
39. Whether the freight or cars of such companies are given any preference in speed or order of transportation; and if so, in what particular.
40. What running arrangements it has with other railroad companies, setting forth the contracts for the same.
41. List of passengers killed and wounded within the year, stating the time and place of each injury, and also stating those who were injured by their own misconduct and carelessness.

42. Number of employees killed; also stating the cause of injury and the time and place.

43. Names of other persons killed or wounded, who were neither passengers nor employees, together with a statement of the cause of each accident, in detail; and where the accident has arisen from the negligence or carelessness of any person in the employ of any company, whether such person was retained in the service or not.

§ 8. The said Commissioners may make and propound to such railroad companies any additional interrogatories, which shall be answered by such companies in the same manner as those specified in the foregoing section.

§ 9. Sections six and seven of this act shall apply to the president, directors and officers of every railroad company now existing, or which shall be incorporated or organized in this State, and to every lessee, manager, operator, trustee or receiver of any railroad within this State.

§ 10. Such Commissioners shall, on or before the first day of December, in each year, and oftener, if required by the Governor so to do, make a report to the Governor of their doings for the preceding year, containing such facts, statements and explanations as will disclose the actual workings of the system of railroad transportation and warehouse business in their bearings upon the business and prosperity of the people of this State, and such suggestions in relation thereto, as to them may seem appropriate, and, particularly: First, whether in their judgment the railroads can be classified in regard to the rate of fare to be charged upon them, and, if so, in what manner. Second, whether a classification of freight can also be made, and, if so, in what manner. They shall also, at such times as the Governor shall direct, examine any particular subject connected with the condition and management of such railroads and warehouses, and report to him, in writing, their opinion thereon, with their reasons therefor.

§ 11. Said Commissioners shall examine into the condition and management, and all other matters concerning the business of railroads and warehouses in this State, so far as the same pertain to the relation of such roads and warehouses to the public, and to the accommodation and security of persons doing business therewith, and whether such railroad companies and warehouses, their officers, directors, managers, lessees, agents and employees, comply with the laws of this State now in force or which shall hereafter be in force concerning them. And whenever it shall come to their knowledge, either upon complaint or otherwise, or they shall have reason to believe that any such law or laws have been or are being violated, they shall prosecute or cause to be prosecuted all corporations or persons guilty of such violation, in the manner provided in this act. In order to enable said Commissioners efficiently to perform their duties under this act, it is hereby made their duty to cause one of their number, at least once in six months, to visit each county in the State in which is or shall be located a railroad station, and personally inquire into the management of such railroad and warehouse business.

§ 12. The property, books, records, accounts, papers and proceedings of all such railroad companies, and all public warehousemen, shall at all times, during business hours, be subject to the examination and inspection of such Commissioners, and they shall have power to examine, under oath or affirmation, any and all directors, officers, managers, agents and employees of any such railroad corporation, and any and all owners, managers, lessees, agents and employees of such public warehouses, and other persons, concerning any matter relating to the condition and management of such business.

§ 13. In making any examination, as contemplated in this act, or for the purpose of obtaining information pursuant to this act, said Commissioners shall have the power to issue subpoenas for the attendance of witnesses, and may administer oaths. In case any person shall willfully fail or refuse to obey such subpoena, it shall be the duty of the circuit court of any county, upon application of the said Commissioners, to issue an attachment for such witness, and compel such witness to attend before the Commissioners, and give his testimony upon such matters as shall be lawfully required by such Commissioners; and the said court shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

§ 14. Any person who shall willfully neglect or refuse to obey the process of subpoena issued by said Commissioners, and appear and testify as therein required, shall be deemed guilty of a misdemeanor, and shall be liable to an indictment in any court of competent jurisdiction, and, on conviction thereof, shall be punished for each offense by a fine of not less than twenty-five dollars, nor more than five hundred dollars, or by imprisonment of not more than thirty days, or both, in the discretion of the court before which such conviction shall be had.

§ 15. All railroad corporations organized or doing business in this State, their trustees, receivers or lessees, under the laws or authority thereof, shall be limited to the rates of compensation for the transportation of passengers which are herein prescribed.

§ 16. All railroads in this State shall be classified according to the gross amount of their respective annual earnings within the State, per mile, as follows: Class A shall include all railroads whose gross annual earnings per mile shall be ten thousand dollars or more. Class B shall include all railroads whose gross annual earnings per mile shall be eight thousand dollars, or any sum in excess thereof less than ten thousand dollars. Class C shall include all railroads whose gross annual earnings per mile shall be four thousand dollars, or any sum in excess thereof less than eight thousand dollars. Class D shall include all railroads whose gross annual earnings per mile shall be any sum less than four thousand dollars

§ 17. All railroad corporations, according to their classification as herein prescribed, shall be limited to compensation per mile for the transportation of any person, with ordinary baggage, not exceeding one hundred pounds in weight, as follows: Class A, two and one-half cents. Class B, three cents. Class C, four cents. Class D, five and one-half cents: *Provided*, that no such corporation shall charge, demand or receive any greater compensation per mile for the transportation of children twelve years of age, or under, than half the rates above prescribed: *And provided, also*, a charge of ten cents may be added to the fare of any passenger when the same is paid upon the cars, if a ticket might have been procured within a reasonable time before the departure of the train.

§ 18. All railroad corporations shall keep posted in a conspicuous place in the depots, a printed copy of this act, with a table of distances between each and every station of its road, and a statement showing the class to which its road belongs.

§ 19. This act shall not be held to apply to any city or street railroad.

§ 20. No railroad corporation organized or doing business in this State, under any act of incorporation or general law of this State, now in force or which may be hereafter enacted, shall charge or collect for the transportation of goods, merchandise or property on its said road, for any distance, any larger or greater amount, as toll or compensation, than is, at the same time, charged or collected for the transportation of similar quantities of the same class of goods, merchandise or property over a greater distance upon the same road; nor shall such corporation charge different rates for receiving, handling or delivering freight, at different points on its road or roads connected therewith which it has a right to use. Nor shall any such railroad corporation charge or collect for the transportation of goods, merchandise or property, over any portion of its road, a greater amount as toll or compensation than shall be charged or collected by it for the transportation of similar quantities of the same class of goods, merchandise or property over any other portion of its road of equal distance. And all such rules, regulations or by-laws of any such railroad corporation as fix, prescribe or establish a greater toll or compensation than is hereinbefore prescribed, are hereby declared to be void.

§ 21. The term "railroad corporation," contained in this act, shall be deemed and taken to mean all corporations, companies or individuals, now owning or operating, or which may hereafter own or operate any railroad in this State.

§ 22. No railroad corporation shall increase its rates of toll or compensation to be charged for the transportation, receipt, handling or delivery of any property from any point on its line of road, to any other point on its line of road, by reason of any decrease in its rates which may be required to be made under this act. Whenever any railroad corporation, as lessee or otherwise, operates any other railroad, in connection with its own road, the provisions of this act as to charges for carrying freight, shall apply to such other road, so operated, in like manner as if the same were a part of the line of road owned by the corporation operating the same. And for such purpose, all lines of railroad operated by the same company, shall be considered as one and the same road.

§ 23. Every railroad corporation, chartered by or organized under the laws of this State, or doing business within the limits of the same, when desired by any person wishing to ship any grain over its road, shall receive and transport such grain in bulk, within a reasonable time, and load the same either upon its track at its depot, or at any warehouse adjoining its track or side track, without distinction, discrimination, or favor between one shipper and another, and without distinction or discrimination as to the manner in which such grain is offered to it for transportation, or as to the person, warehouse or place to whom or to which it may be consigned. And at the same time such grain is received by it for transportation, such corporation shall carefully and correctly weigh the same, and issue to the shipper thereof a receipt or bill of lading for such grain, in which shall be stated the true and correct weight. And such corporation shall weigh out and deliver to such shipper, his consignee or other person entitled to receive the same, at the place of delivery, the full amount of such grain, without any deduction for leakage, shrinkage or other loss in the quantity of the same. In default of such delivery, the corporation so failing to deliver the full amount of such grain, shall pay to the person entitled thereto the full market value of any such grain not delivered, at the time and place when and where the same should have been delivered. If any such corporation shall, upon the receipt by it of any grain for transportation, neglect or refuse to weigh and receipt for the same, as aforesaid, the sworn statement of the shipper or his agent having personal knowledge of the amount of grain so shipped shall be taken as true as to the amount so shipped; and in case of the neglect or refusal of any such corporation, upon the delivery by them of any grain, to weigh the same as aforesaid, the sworn statement of the person to whom the same was delivered, or his agent having personal knowledge of the weight thereof, shall be taken as true as to the amount delivered; and if by such statement it shall appear that such corporation has failed to deliver the amount so shown to be shipped, such corporation shall be liable for the shortage, and shall pay to the person entitled thereto the full market value of such shortage, at the time and place when and where the same should have been delivered.

§ 24. At all stations or places from which the shipment of grain by the road of any such corporation shall have amounted, during the previous year, to 50,000 bushels or more, such corporation shall erect and keep in good condition for use, and use in weighing grain to be shipped over its road, true and correct scales, of proper structure and capacity, for the weighing of grain by car load, in their cars. After the same shall have been loaded, such corporation shall carefully and correctly weigh each car upon which grain shall be shipped from such place or station, both before and after the same is loaded, and ascertain and receipt for the true amount of grain so shipped. If any such corporation shall neglect or refuse to erect and keep in use such scales, or shall neglect or refuse to weigh, in the manner aforesaid, any grain shipped in bulk from any station or place, the sworn statement of the shipper, or his agent having personal knowledge of the amount of grain shipped, shall be taken as true as to the amount so shipped.

§ 25. Every railroad corporation which shall receive any grain in bulk for transportation to any place within the State, shall transport and deliver the same to any consignee, elevator, warehouse, or place to whom or to which it may be consigned or directed: *Provided*, such person, warehouse, or place can be reached by any track owned, leased or used, or which can be used by such corporation; and every such corporation shall permit connections to be made and maintained with its track to and from any and all public warehouses where grain is or may be stored.

§ 26. All consignments of grain to any elevator or public warehouse shall be held to be temporary, and subject to change by the consignee or consignor at any time previous to the actual unloading of such property from the cars in which it is transported. Notice of any change in consignment may be served by the consignee on any agent of the railroad corporation having the property in possession, who may be in charge of the business of such corporation at the point where such property is to be delivered; and if, after such notice, and while the same remains uncanceled, such property is delivered in any way different from such altered or changed consignment, such railroad corporation shall, at the election of the consignee or person entitled to control such property, be deemed to have illegally appropriated such property to its own use, and shall be liable to pay the owner or consignee of such property double the value of the property so appropriated; and no extra charge shall be permitted by the corporation having the custody of such property, in consequence of such change of consignment.

§ 27. Any consignee or person entitled to receive the delivery of grain transported in bulk by any railroad, shall have twenty-four hours, free of expense, after actual notice of arrival by the corporation to the consignee, in which to remove the same from the cars of such railroad corporation, if he shall desire to receive it from the cars on the track; which twenty-four hours shall be held to embrace such time as the car containing such property is placed and kept by such corporation in a convenient and proper place for unloading. And it shall not be held to have been placed in a proper place for unloading, unless it can be reached by the consignee or person entitled to receive it, with teams or other suitable means for removing the property from the car, and reasonably convenient to the depot of such railroad corporation, at which it is accustomed to receive and unload merchandise consigned to that station or place. Nothing herein contained, however, shall be held to authorize the changing of any consignment of grain, except as to the place at which it is to be delivered or unloaded; nor shall such change of consignment in any degree affect the ownership or control of property in any other way.

§ 28. Every railroad corporation organized or doing business under the laws of this State, or authority thereof, shall receive and deliver all grain consigned to its care for transportation at the crossings and junctions of all other railroads, canals, and navigable rivers. Any violation of this section shall render any such railroad corporation subject to the same penalty as contained in section three of this act.

§ 29. Any person aggrieved by the violation of any of the provisions of this act, shall have an action against any of the corporations so violating any of said provisions, to recover a penalty of one thousand dollars and a reasonable attorney's fee. Said action to be an action of debt in the name of the People of the State of Illinois, for the use of the person aggrieved. But the jury or court trying the case may reduce said penalty, not less, however, than one hundred dollars, according to the nature of the offense committed by such violation.

§ 30. Every violation of any of the provisions of this act by any of the said railroad corporations shall also be held to be a misdemeanor, and the said companies shall be liable to be indicted for each and every such violation, in the county wherein it has been committed.

§ 31. Upon the finding of such an indictment summons shall be issued forthwith against the corporation so indicted, to answer the said indictment, to be served in such manner as is or may be provided for like service of corporations in this State, and made returnable forthwith, but if served in vacation the said summons shall be considered as having been made returnable to the next term of said court.

§ 32. Due service of such summons shall bring the said corporation so indicted into court, and if no plea is filed the case shall be tried *ex parte* on the part of the State, before a jury.

§ 33. Upon conviction on indictment for any violation of the provisions of this act, the court shall fine the said corporation in a sum not less than one hundred dollars, nor more than one thousand dollars for each violation, and costs, which shall include a reasonable fee for the State's attorney, to be determined by the court.

§ 34. The State's attorney may also proceed, where no indictment for the same offense has been found, against any railroad corporation, for any violation of any of the provisions of this act, by an action of debt, for a penalty of one thousand dollars, said action to be in the name of the People of the State of Illinois, for the use of the county wherein the action is commenced. And in case of recovery the said State's attorney shall be entitled, in case of collection, to a fee of ten per cent. on the amount collected. But the jury or the court, when the trial of said penal actions is before the court, may reduce the penalty to any sum not less than one hundred dollars.

§ 35. Whenever any of the said railroad corporations have repeatedly and willfully violated any of the provisions of this act, and have been convicted within the State of such violation more than once, or penalties have been recovered in penal actions for such violations more than once, the Commissioners may, if they think it consistent with the public interest, instruct the State's attorney in any court where service may be had upon such corporation, to proceed against such corporation by an information in the nature of *quo warranto*, alleging such conviction or recoveries as cause of forfeiture of their respective charters or incorporations, and upon proof the same there shall be judgment of *ouster* and final execution as in other cases of proceedings by *quo warranto*.

§ 36. All fines or recoveries on the part of the People, provided for in this act, shall be paid into the county treasury of the county wherein final judgment in the circuit court is rendered.

§ 37. This act shall not be so construed as to waive or affect the right of any person, injured by the violation of any law in regard to railroad corporations, from prosecuting for his private damages in any manner allowed by law.

§ 38. All acts and parts of acts inconsistent with this act are hereby repealed.

HOUSE BILL—No. 713.

1. Introduced by Mr. KOERNER, Jan. 10, 1872.
2. Ordered 480 copies printed, and referred to Committee on Inland Commerce and Warehouses, without reading, Jan. 10.

A BILL for "An act to amend and consolidate the acts heretofore passed by the General Assembly, regulating Warehouses, the inspection of grain, and giving effect to the thirteenth article of the Constitution of this State, and appointing Railroad and Warehouse Commission."

SECTION 1. [Be it enacted by the People of the State of Illinois, represented in the General Assembly,] The Chief Inspector of Grain, and Registrar, their assistants, clerks and other officers and employees appointed under the law entitled "An act to regulate Public Warehouses," approved April 25, 1871, in force July 1, 1871, shall continue in office under the terms and conditions which were provided in said act.

§ 2. Public Warehouses, as defined in article thirteen of the constitution of this State, shall be divided into three classes, to be designated as classes A, B and C, respectively.

§ 3. Public Warehouses of class A shall embrace all warehouses, elevators or granaries, in which grain is stored in bulk, and in which the grain of different owners is mixed together, or in which grain is stored in such a manner that the identity of different lots or parcels cannot be accurately preserved, such warehouses, elevators or granaries being located in cities having not less than one hundred thousand inhabitants. Public Warehouses of class B shall embrace all other warehouses, elevators or granaries in which grain is stored in bulk, and in which the grain of the different owners is mixed together. Public Warehouses of class C shall embrace all other warehouses or places where property of any kind is stored for a consideration.

§ 4. The proprietor, lessee or manager of any public warehouse of class A shall be required, before transacting any business, to procure from the circuit court of the county in which such warehouse is situated, a license, permitting such proprietor, lessee or manager to transact business as a public warehouseman, under the laws of this State, which license shall be issued by the clerk of said court upon a written application, which shall set forth the location and name of such warehouse, and the individual name of each person interested as owner or principal in the management of the same; or, if the warehouse be owned or managed by a corporation, the names of the president, secretary and treasurer of such corporation shall be stated; and the said license shall give authority to carry on and conduct the business of Public Warehouse of class A in accordance with the laws of the State, and shall be revocable by said court upon a summary proceeding before the court, upon complaint of any person in writing, setting forth the particular violation of law, and upon satisfactory proof, to be taken in such manner as may be directed by the court.

§ 5. The person receiving a license as herein provided, shall file with the clerk of the court granting the same, a bond to the People of the State of Illinois, with good and sufficient surety, to be approved by said court, in the penal sum of ten thousand dollars, conditioned for the faithful performance of his duty as a Public Warehouseman of class A, and his full and unreserved compliance with all laws of this State in relation thereto.

§ 6. Any person who shall transact the business of a Public Warehouse of class A without first procuring a license as herein provided, or who shall continue to transact any such business after such license has been revoked (save only that he may be permitted to deliver property previously stored in such warehouse), shall on conviction by indictment, be fined in a sum not less than one hundred dol-

lars nor more than five hundred dollars, for each and every day such business is so carried on; and the court may refuse to renew any license, or grant a new one, to any of the persons whose license has been revoked, within one year from the time the same was revoked.

§ 7. It shall be the duty of every warehouseman of class A to receive for storage any grain that may be tendered to him, in the usual manner in which warehouses are accustomed to receive the same in the ordinary and usual course of business, not making any discrimination between persons desiring to avail themselves of warehouse facilities—such grain, in all cases, to be inspected and graded, by a duly authorized inspector, and to be stored with grain of a similar grade, received at the same time, as near as may be. In no case shall grain of different grades be mixed together while in store; but, if the owner or consignee so requests, and the warehouseman consent thereto, his grain of the same grade may be kept in a bin by itself, apart from that of other owners; which bin shall, thereupon, be marked and known as a separate bin. If a warehouse receipt be issued for grain so kept separate, it shall state, on its face, that it is a separate bin, and shall state the number of such bin; and no grain shall be delivered from such warehouse unless it be inspected on the delivery thereof by a duly authorized inspector of grain. Nothing in this section shall be so construed as to require the receipt of grain into any warehouse in which there is not sufficient room to accommodate or store it properly, or in cases where such warehouse is necessarily closed. The charges for inspection upon receipt and delivery, shall be paid by the warehouseman, and may be added to the charge of the storage. The chief inspector may recover such charge of the warehouseman by any appropriate action in his name.

§ 8. Upon application of the owner or consignee of grain stored in a public warehouse of class A, the same being accompanied with evidence that all transportation or other charges which may be a lien upon such grain, including charges for inspection, have been paid, the warehouseman shall issue to the person entitle thereto, a warehouse receipt therefor, subject to the order of the owner or consignee, which receipt shall bear date corresponding with the receipt of the grain into the store, and shall state upon its face the quantity and inspected grade of the grain, and that the grain mentioned in it has been received into store, to be stored with grain of the same grade by inspection, received at about the date of the receipt, and that it is deliverable upon the return of the receipt, properly indorsed by the person to whose order it was issued, and the payment of proper charges for storage. All warehouse receipts for grain, issued from the same warehouse, shall be consecutively numbered; and no two receipts, bearing the same number, shall be issued from the same warehouse during any one year, except in case of a lost or destroyed receipt, in which case the new receipt shall bear the same date and number as the original, and shall be plainly marked on its face "duplicate." If the grain was received from railroad cars, the number of each car shall be stated upon the receipt, with the amount it contained; if from canal boat or other vessel, the name of such craft; if from team or by other means, the manner of its receipt shall be stated on its face.

§ 9. Upon the delivery of grain from store, upon any receipt, such receipt shall be plainly marked across its face with the word "canceled," with the name of the person canceling the same, and shall thereafter be void, and shall not again be put in circulation; nor shall grain be delivered twice upon the same receipt.

§ 10. No warehouse receipt shall be issued, except upon the actual delivery of grain into store, in the warehouse from which it purports to be issued, and which is to be represented by the receipt; nor shall any receipt be issued for a greater quantity of grain than was contained in the lot or parcel stated to have been received; nor shall more than one receipt be issued for the same lot of grain, except in cases where receipts for a part of a lot are desired, and then the aggregate receipts for a particular lot shall cover that lot and no more. In cases where a part of the grain represented by the receipt is delivered out of store and the remainder is left, a new receipt may be issued for such remainder; but such new receipt shall bear the same date as the original, and shall state on its face that it is balance of receipt of the original number; and the receipt upon which a part has been delivered, shall be canceled in the same manner as if it had all been delivered. In case it be desirable to divide one receipt into two or more, or in case it be desirable to consolidate two or more receipts into one, and the warehouseman consent thereto, the original receipt shall be canceled the same as if the grain had been delivered from store, and the new receipts shall express on their face that they are parts of other receipts, or a consolidation of other receipts, as the case may be; and the numbers of the original receipts shall also appear upon the new ones issued, as explanatory of the change, but no consolidation of receipts of dates differing more than ten days shall be permitted, and all new receipts issued for old ones canceled, as herein provided, shall bear the same dates as those originally issued, as near as may be.

§ 11. No warehouseman in this State shall insert in any receipt issued by him, any language in anywise limiting or modifying his liabilities or responsibility, as imposed by the laws of this State.

§ 12. On the return of any warehouse receipt issued by him, properly indorsed, and the tender of all proper charges upon the property represented by it, such property shall be immediately deliverable to the holder of such receipt, and it shall not be subject to any further charges for storage, after demand for such delivery shall have been made. Unless the property represented by such receipt shall be de-

livered within two business hours after such demand shall have been made, the warehouseman in default shall be liable to the owner of such receipt for damages for such default, in the sum of one cent per bushel, and in addition thereto one cent per bushel for each and every day of such neglect or refusal to deliver: *Provided*, no warehouseman shall be held to be in default in delivering, if the property is delivered in the order demanded, and as rapidly as due diligence, care and prudence will justify.

§ 13. It shall be the duty of every owner, lessee and manager of every public warehouse in this State, to furnish in writing, under oath, at such times as the Railroad and Warehouse Commissioners shall require and prescribe, a statement concerning the condition and management of his business as such warehouseman.

§ 14. The warehouseman of every Public Warehouse of Class A shall, on or before Tuesday morning of each week, cause to be made out, and shall keep posted up in the business office of his warehouse, in a conspicuous place, a statement of the amount of each kind and grade of grain in store in his warehouse at the close of business on the previous Saturday; and shall, also, on each Tuesday morning, render a similar statement, made under oath before some officer authorized by law to administer oaths, by one of the principal owners or operators thereof, or by the bookkeeper thereof, having personal knowledge of the facts, to the warehouse registrar appointed as hereinafter provided. They shall also be required to furnish daily, to the said registrar, a correct statement of the amount of each kind and grade of grain received in store in such warehouse on the previous day; also the amount of each kind and grade of grain delivered or shipped by such warehouseman during the previous day, and what warehouse receipts have been canceled, upon which the grain has been delivered on such day, giving the number of each receipt, and amount, kind and grade of grain received and shipped upon each; also, how much grain, if any, was so delivered or shipped, and the kind and grade of it, for which warehouse receipts had not been issued, and when and how such unreceipted grain was received by them; the aggregate of such reported cancellations and delivery of unreceipted grain, corresponding in amount, kind and grade with the amount so reported delivered or shipped. They shall also, at the same time, report what receipts, if any, have been canceled and new ones issued in their stead, as herein provided for. And the warehouseman making such statements shall, in addition, furnish the said registrar any further information regarding receipts issued or canceled that may be necessary to enable him to keep a full and correct record of all receipts issued and canceled, and of grain received and delivered.

§ 15. The grade of grain shall be as follows:

Winter Wheat.—No. 1 white winter wheat shall be pure white winter wheat, sound, plump and well cleaned. No. 2 white winter wheat shall be pure white winter wheat, sound and reasonably clean. No. 1 red winter wheat shall be pure winter wheat, red or red and white mixed, sound, plump and well cleaned. No. 2 red winter wheat shall be pure winter wheat, red or red and white mixed, sound and reasonably clean. Amber, Nos. 1 and 2, shall include the lighter colored varieties of red wheat, quality and condition to be equal to the present standard of Nos. 1 and 2 red winter wheat. No. 3 winter wheat shall include winter wheat not clean and plump enough for No. 2, and weighing not less than 55 pounds. Rejected winter wheat shall include winter wheat damp, musty, or from any cause so badly damaged as to render it unfit for No. 3.

Spring Wheat.—No. 1 spring wheat shall be plump and well cleaned. No. 2 spring wheat shall be sound, reasonably clean, and weighing not less than 56 pounds to the measured bushel. Hard spring wheat, Nos. 1 and 2, shall include the hard varieties of spring wheat, quality and condition to be equal to the present standard of Nos. 1 and 2 spring wheat. No. 3 spring wheat shall be reasonably clean, not good enough for No. 2, weighing not less than 54 pounds. All spring wheat damp, musty, grown, badly bleached, or from any other cause unfit for No. 3, shall be graded as rejected. In case of mixture of spring and winter wheat, it shall be called spring wheat, and graded according to the quality thereof. Black sea and flinty fife wheat in no case shall be inspected higher than No. 2, and rice wheat no higher than rejected.

Corn.—White corn shall be white, and in all other respects No. 1 corn. Yellow corn shall be yellow, and in all other respects be No. 1 corn. No. 1 corn shall be sound, dry, plump, and well cleaned, white or yellow. No. 2 corn shall be dry, reasonably clean, but not plump enough for No. 1. All damp, dirty, or otherwise badly damaged corn shall be graded as rejected. No. 2 kiln-dried corn shall be sound, plump, and well cleaned white or yellow corn. All kiln-dried corn not good enough for No. 2, shall be graded as rejected kiln-dried corn.

Oats.—No. 1 oats shall be white, sound, clean, and reasonably free from other grain. No. 2 oats shall be sound, reasonably clean, and reasonably free from other grain. Rejected oats shall include such as are damp, unsound, dirty, or from any cause unfit for No. 2.

Rye.—No. 1 rye shall be sound, plump and well cleaned. No. 2 rye shall be sound, reasonably clean, and reasonably free from other grain. All rye which is damp, musty, dirty, or which is from any other cause unfit for No. 2 rye, shall be graded as rejected.

Barley.—No. 1 barley shall be plump, bright, sound, clean, and free from other grain. No. 2 barley shall be reasonably clean and sound, but not bright or plump enough for No. 1, and reasonably free

from other grain. No. 3 barley shall include shrunken or otherwise slightly damaged barley, not weighing less than 42 pounds to the measured bushel. All barley which is damp, musty, or from any cause is badly damaged, or largely mixed with other grain, shall be graded as rejected.

Further Provisions.—All grain that is warm or is in a heating condition shall not be graded. In the inspection of grain, the weight shall not alone determine the grade. All inspectors shall make their reasons for grading grain, when necessary, fully known, by notations on their books. All wheat shall be weighed and the weight entered on the inspection book.

§ 16. It shall be the duty of the Governor to appoint, by and with the advice and consent of the Senate, a suitable person, who shall not be a member of the board of trade, and who shall not be interested, either directly or indirectly, in any warehouse in this State, a chief inspector of grain, who shall hold his office for the term of two years, unless sooner removed, as hereinafter provided, for every city in which is located a warehouse of Class A. It shall be the duty of such chief inspector of grain to have a general supervision of the inspection of grain, as required by this act or the laws of this State, under the advice and immediate direction of the Board of Commissioners of Railroads and Warehouses. The said chief inspector shall be authorized to nominate to the Commissioners of Railroads and Warehouses, such suitable persons, in sufficient numbers, as may be deemed qualified for assistant inspectors, (who shall not be members of the Board of Trade, nor interested in any warehouse), and also, such other employees as may be necessary to properly conduct the business of his office; and the said Commissioners are authorized to make such appointments. The chief inspector shall, upon entering upon the duties of his office, be required to take an oath as in other cases of officers, and he shall execute a bond to the People of the State of Illinois, in the penal sum of fifty thousand dollars, with sureties to be approved by the Board of Commissioners of Railroads and Warehouses, with a condition therein that he will faithfully and strictly discharge the duties of his said office of inspector according to law and the rules and regulations prescribing his duties; and that he will pay all damages to any person or persons who may be injured by reason of his neglect, refusal or failure to comply with law, and the rules and regulations aforesaid. And each assistant inspector shall take a like oath, execute a bond in the penal sum of five thousand dollars, with like conditions, and to be approved in like manner as is provided in case of the chief inspector, which said several bonds shall be filed in the office of said Commissioners, and suit may be brought upon said bond or bonds in any court having jurisdiction thereof, in the county where the plaintiff or defendant resides, for the use of the person or persons injured. The chief inspector of grain, and all assistant inspectors of grain, and other employees in connection therewith, shall be governed in their respective duties by such rules and regulations as may be prescribed by the Board of Commissioners of Railroads and Warehouses; and the said Board of Commissioners shall have full power to make all proper rules and regulations for the inspection of grain; and shall, also, have power to fix the rate of charges for the inspection of grain, and the manner in which the same shall be collected; which charges shall be regulated in such a manner as will, in the judgment of the Commissioners, produce sufficient revenue to meet the necessary expenses of the service of inspection, and no more. It shall be the duty of the said Board of Commissioners to fix the amount of compensation to be paid to the chief inspector, assistant inspectors, and all other persons employed in the inspection service, and prescribe the time and manner of their payment. The said Board of Commissioners of Railroads and Warehouses are hereby authorized to appoint a suitable person as warehouse registrar, and such assistants as may be deemed necessary to perform the duties imposed upon such registrar by the provisions of this act. The said Board of Commissioners shall have and exercise a general supervision and control of such appointees; shall prescribe their respective duties; shall fix the amount of their compensation, and the time and the manner of its payment. Upon the complaint, in writing, of any person, to the said Board of Commissioners, supported by reasonable and satisfactory proof, that any person appointed or employed under the provisions of this section has violated any of the rules prescribed for his government, has been guilty of any improper official act, or has been found inefficient or incompetent for the duties of his position, such person shall be immediately removed from his office or employment by the same authority that appointed him, and his place shall be filled, if necessary, by a new appointment; or in case it shall be deemed necessary to reduce the number of persons so appointed or employed, their term of service shall cease under the orders of the same authority by which they were appointed or employed. All necessary expenses incident to the inspection of grain, and to the office of registrar, economically administered, including the rent of suitable offices, shall be deemed expenses of the inspection service, and shall be included in the estimate of expenses of such inspection service, and shall be paid from the funds collected for the same.

§ 17. Every warehouseman of public warehouses of class A shall be required, during the first week in January of each year, to publish in one or more of the newspapers (daily, if there be such) published in the city in which such warehouse is situated, a table or schedule of rates for the storage of grain in his warehouse during the ensuing year, which rates shall not be increased (except as here

provided) during the year; and such published rates, or any published reduction of them, shall apply to all grain received into such warehouse from any person or source, and no discrimination shall be made, directly or indirectly, for or against any charges made by such warehouseman for the storage of grain. The maximum charge for storage and handling of grain, including the cost of receiving and delivering, shall be, for the first thirty days, or part thereof, two cents per bushel; and for each fifteen days, or part thereof, after the first thirty days, one-half of one cent per bushel: *Provided, however*, that grain damp or liable to early damage, as indicated by its inspection when received, may be subject to two cents per bushel storage for the first ten days, and for each additional five days, or part thereof, not exceeding one-half of one cent per bushel.

§ 18. No public warehouseman shall be held responsible for any loss or damage to property by fire, while in his custody, provided reasonable care and vigilance be exercised to protect and preserve the same; nor shall he be held liable for damage to grain by heating, if it can be shown that he has exercised proper care in handling and storing the same, and that such heat or damage was the result of causes beyond his control; and, in order that no injustice may result to the holder of grain in any public warehouse of classes A or B, it shall be deemed the duty of such warehouseman to dispose of, by delivery or shipping, in the ordinary and legal manner of so delivering, that grain of any particular grade which was first received by them, or which has been for the longest time in store in his warehouse; and, unless public notice has been given that some portion of the grain in his warehouse is out of condition or becoming so, such warehouseman shall deliver grain of quality equal to that received by him, on all receipts as presented. In case, however, any warehouseman of classes A or B shall discover that any portion of the grain in his warehouse is out of condition or becoming so, and it is not in his power to preserve the same, he shall immediately give public notice, by advertisement in a daily newspaper in the city in which such warehouse is situated, and by posting a notice in the most public place (for such a purpose) in such city, of its actual condition, as near as he can ascertain it; shall state in such notice the kind and grade of the grain, and the bins in which it is stored; and shall also state in such notice, the receipts outstanding upon which such grain will be delivered, giving the numbers, amounts and dates of each; which receipts shall be those of the oldest dates then in circulation or uncancelled, the grain represented by which has not previously been declared or receipted for as out of condition; or if the grain longest in store has not been receipted for, he shall so state, and shall give the name of the party for whom such grain was stored, the date it was received, and the amount of it; and the enumeration of receipts and identification of grain so discredited, shall embrace, as near as may be, as great a quantity of grain as is contained in such bins; and such grain shall be delivered upon the return and cancellation of the receipts, and the unreceipted grain upon the request of the owner or person in charge thereof. Nothing herein contained shall be held to relieve the said warehouseman from exercising proper care and vigilance in preserving such grain after such publication of its condition; but such grain shall be kept separate and apart from all direct contact with other grain, and shall not be mixed with other grain while in store in such warehouse. Any warehouseman, guilty of any act or neglect the effect of which is to depreciate property stored in the warehouse under his control, shall be held responsible as at common law, or upon the bond of such warehouseman, and, in addition thereto, the license of such warehouseman, if his warehouse be of class A, shall be revoked. Nothing in this section shall be so construed as to permit any warehouseman to deliver any grain stored in a special bin, or by itself, as provided in this act, to any but the owner of the lot, whether the same be represented by a warehouse receipt or otherwise. In case the grain declared out of condition, as herein provided for, shall not be removed from store by the owner thereof, within two months from the date of the notice of its being out of condition, it shall be lawful for the warehouseman where the grain is stored, to sell the same at public auction, for account of said owner, by giving ten days' public notice by advertisement in a newspaper (daily, if there be such) published in the city or town where such warehouse is located.

§ 19. It shall not be lawful for any public warehouseman to mix any grain of different grades together, or to select different qualities of the same grade for the purpose of storing or delivering the same, nor shall he attempt to deliver grain of one grade for another, or in any way tamper with grain while in his possession or custody, with a view of securing any profit to himself or any other person; and in no case, even of grain stored in a separate bin, shall he be permitted to mix grain of different grades together while in store. He may, however, on request of the owner of any grain stored in a private bin, be permitted to dry, clean, or otherwise improve the condition or value of any such lot of grain, but in such case it shall only be delivered as such separate lot, or as the grade it was originally inspected when received by him, without reference to the grade it may be as improved by such process of drying or cleaning. Nothing in this section, however, shall prevent any warehouseman from removing grain while within his warehouse for its preservation or safe keeping.

§ 20. All persons owning property, or who may be interested in the same, in any public warehouse, and all duly authorized inspectors of such property, shall at all times, during ordinary business hours, be at full liberty to examine any and all property stored in any public warehouse in this State, and all proper facilities shall be extended to such person by the warehouseman, his agents and servants, for an ex-

amination; and all parts of public warehouses shall be free for the inspection and examination of any person interested in property stored therein, or of any authorized inspector of such property. And all scales used for the weighing of property in public warehouses shall be subject to examination and test by any duly authorized inspector or sealer of weights and measures, at any time when required by any person or persons, agent or agents, whose property has been or is to be weighed on such scales; the expense of such test by an inspector or sealer to be paid by the warehouse proprietor if the scales are found incorrect, but not otherwise. Any warehouseman who may be guilty of continuing to use scales found to be in an imperfect or incorrect condition by such examination and test, until the same shall have been pronounced correct and properly sealed, shall be liable to be proceeded against as hereinafter provided.

§ 21. In all places where there are legally appointed inspectors of grain, no proprietor or manager of a public warehouse of class B shall be permitted to receive any grain and mix the same with the grain of other owners, in the storage thereof, until the same shall have been inspected and graded by such inspector.

§ 22. Any person who shall assume to act as an inspector of grain, who has not first been so appointed and sworn, shall be held to be an impostor, and shall be punished by a fine of not less than fifty dollars, nor more than one hundred dollars for each and every attempt to so inspect grain, to be recovered before a justice of the peace in an action of debt in the name of the People of the State of Illinois, for the use of any person choosing to sue. Any duly authorized inspector of grain, who shall be guilty of neglect of duty, or who shall knowingly or carelessly inspect or grade any grain improperly, or who shall accept any money or other consideration, directly or indirectly, for any neglect of duty, or the improper performance of any duty as such inspector of grain, and any person who shall improperly influence any inspector of grain in the performance of his duties as such inspector, shall be deemed guilty of a misdemeanor, and on conviction, shall be fined in a sum not less than one hundred dollars, nor more than one thousand dollars, in the discretion of the court, or shall be imprisoned in the county jail not less than three nor more than twelve months, or both, in the discretion of the court.

§ 23. In case any owner or consignee of grain shall be dissatisfied with the inspection of any lot of grain, or shall, from any cause, desire to receive his property without its passing into store, he shall be at liberty to have the same withheld from going into any public warehouse (whether the property may have previously been consigned to such warehouse or not), by giving notice to the person or corporation in whose possession it may be at the time of giving such notice; and such grain shall be withheld from going into store, and be delivered to him, subject only to such proper charges as may be a lien upon it prior to such notice—the grain, if in railroad cars, to be removed therefrom by such owner or consignee within twenty-four hours after such notice has been given to the railroad company having it in possession: *Provided*, such railroad company place the same in a proper and convenient place for unloading; and any person or corporation refusing to allow such owner or consignee to so receive his grain shall be deemed guilty of conversion, and shall be liable to pay such owner or consignee double the value of the property so converted. Notice that such grain is not to be delivered into store may also be given to the proprietor or manager of any warehouse into which it would otherwise have been delivered, and if, after such notice, it be taken into store in such warehouse, the proprietor or manager of such warehouse shall be liable to the owner of such grain for double its market value.

§ 24. It shall be unlawful for any proprietor, lessee or manager of any public warehouse, to enter into any contract, agreement, understanding, or combination, with any railroad company or other corporation, or with any individual or individuals, by which the property of any person is to be delivered to any public warehouse for storage or for any other purpose, contrary to the direction of the owner, his agent or consignee. Any violation of this section shall subject the offender to be proceeded against as provided in section twenty-three of this act.

§ 25. If any warehouseman of class A shall be guilty of a violation of any of the provisions of this act, it shall be lawful for any person injured by such violation, or for the State's attorney, to bring suit in any court of competent jurisdiction, upon the bond of such warehouseman, in the name of the People of the State of Illinois, to the use of such person. In all criminal prosecutions against a warehouseman, for the violation of any of the provisions of this act, it shall be the duty of the prosecuting attorney of the county in which such prosecution is brought, to prosecute the same to a final issue, in the name of and on behalf of the People of the State of Illinois, which prosecution shall be by indictment, and on conviction there shall be a fine assessed by the jury, not less than one hundred nor more than one thousand dollars.

§ 26. Warehouse receipts for property stored in any class of public warehouses, as herein described, shall be transferable by the indorsement of the party to whose order such receipt may be issued, and such indorsement shall be deemed a valid transfer of the property represented by such receipt, and may be made either in blank or to the order of another. All warehouse receipts for property stored in public warehouses of class C shall distinctly state on their face the brand or distinguishing mark upon such property.

§ 27. Any warehouseman of any public warehouse who shall be guilty of issuing any warehouse receipt for any property not actually in store at the time of issuing such receipt, or who shall be guilty of issuing any warehouse receipt in any respect fraudulent in its character, either as to its date or the quantity, quality, or inspected grade of such property, or who shall remove any property from store—except to preserve it from fire or other sudden danger—without the return and cancellation of any and all outstanding receipts that may have been issued to represent such property, shall, when convicted thereof, be deemed guilty of a crime, and shall suffer, in addition to any other penalties prescribed by this act, imprisonment in the penitentiary for not less than one, and not more than ten years.

§ 28. Nothing in this act shall deprive any person of any common law remedy now existing.

§ 29. All proprietors or managers of public warehouses shall keep posted up at all times, in a conspicuous place in their business offices, and in each of their warehouses, a printed copy of this act.

§ 30. All acts or parts of acts inconsistent with this act are hereby repealed.

"G," 3.

SENATE BILL—No. 409.

A BILL for an act entitled "*An act to prevent Railroad accidents, and to regulate the management of Railroads.*"

SECTION 1. *Be it enacted by the People of the State of Illinois, represented in the General Assembly,* That in forming a passenger train, baggage, or freight, or merchandise, or lumber cars shall not be placed in rear of passenger cars.

§ 2. Whenever any railroad crosses the track of any other railroad, it shall be the duty of the engineer or person in control of the train, besides giving the signals required to be given near all crossings, to bring the train to a full or complete stop before crossing the said track; the same rule to apply to the running of a locomotive by itself without train.

§ 3. A bell of at least thirty pounds weight, and a steam whistle shall be placed on each locomotive engine, which shall be rung and whistled by the engineer or fireman, at the distance of at least one hundred rods from the place where the railroad crosses any public highway or street, and be kept ringing or whistling until such highway and street is reached.

§ 4. Every railroad corporation shall cause boards to be placed, well supported by posts, or otherwise, and constantly maintained across each public road or street where the same is crossed by the railroad, on the same level. Said boards shall be elevated so as not to obstruct the travel, and to be easily seen by travelers; and on each side of said boards shall be printed in large letters, of at least the size of nine inches each, the words, "Railroad Crossing! Look out for the Car while the Bell rings or the whistle sounds." But this section shall not apply to streets in cities, towns or villages, unless the corporation be required to put up such boards by the officers having charge of such streets.

§ 5. No petroleum, or any other inflammable or explosive oil or gas shall be used for lighting purposes within any car or coach by any railroad company, and stoves shall be securely fastened to their places.

§ 6. Every conductor, baggage master, engineer, brakeman or other servant of any railroad corporation, employed on a passenger train or at stations for passengers, shall wear on his hat or cap a badge, which shall indicate his office, and the initial letters of the style of the corporation by which he is employed. No conductor or collector without such badge, shall demand or be entitled to receive from any passenger, any fare, toll or tickets, or exercise any powers of his office; and no other of said officers or servants, without such badge, shall have any authority to meddle or interfere with any passenger, his baggage or property. And it is the duty of said railroad corporation to see that such badges as aforesaid are worn,

§ 7. Every railroad company in this State shall cause all its trains of cars for passengers to entirely stop upon each arrival at a station advertised by such company as a station for receiving passengers upon such trains, for a time sufficient to receive and let off passengers.

§ 8. Every railroad corporation having one or more draw bridges in its passenger tracks, shall make and enforce the following rules and regulations:

1. Every such draw-bridge shall be kept closed at all times, except while open for the actual passage of boats or vessels.

2. Every such draw-bridge shall be furnished with conspicuous day and night signals, which shall be displayed at all times in such manner as clearly to indicate to the engineer of an approaching train the position of the draw, whether open or closed.

§ 9. The engineer of every approaching passenger train, shall bring the same to a full stop at a distance not less than 400 feet from such draw-bridge, and shall, before proceeding, positively ascertain that the draw is properly closed for the passage of trains.

§ 10. No corporation shall run or permit to be run upon its road any train of cars moved by steam power for the transportation of passengers, unless there is placed upon the train one trusty and skill-

ful brakeman to every two cars in the train; and every train of cars for the transportation of freight, shall have a trusty and skillful brakeman placed and permanently stationed in the rear car of said train.

§ 11. The County Surveyors of the respective counties in this State shall hereafter, at least once in every year, examine all the railroad crossings of the public highways in this State outside of the corporate limits of cities, towns and villages, and if they find that any of the said crossings within the right of way of any Railroad Company, are unsafe as to the lives of persons, or as to the protection of property, they shall forthwith give written notice thereof to any officer of the railroad within said county.

§ 12. Said County Surveyor in said notices shall point out the location of the crossing, considered by him unsafe, and shall indicate how, and in what manner said crossing shall be constructed so as to secure safety, and shall state within what time, not exceeding sixty days, such construction is to be made.

§ 13. The said County Surveyor may also, if he deems it necessary, require any railroad corporation to have a stationary flagman at any crossing, the importance of which may demand it.

§ 14. The said Railroad Company, after receiving such notice, and within ten days after such reception, may apply to the County Judge of the respective county and claim a re-examination of the said locality, and a revision of the said County Surveyor, and the County Court shall forthwith appoint some civil engineer, not connected with any railroad, to examine into the matter forthwith, and he may either affirm the demand of said County Surveyor or modify it, and his determination shall be final.

§ 15. All railroad companies shall, within the time indicated, as aforesaid, by the County Surveyor, or within the time given by the said civil engineer to said corporation, upon re-examination, maintain and construct said crossing in the manner demanded of them by said County Surveyor or Civil Engineer, or station a flagman if such should be required, at the locality where such has been found necessary, as aforesaid.

§ 16. The said County Surveyor shall make a report of his yearly examination to the Clerk of the County Court, which is to be laid before the County Court or Board of Supervisors, together with a copy of all notices given by him as aforesaid, as also a sworn statement of the number of days he was employed in making said examination and in serving notices; and he shall be allowed a reasonable compensation by the county for any services rendered under said act, not to exceed the sum of ten dollars per day; and the said civil engineer appointed, as aforesaid, shall also be paid a reasonable compensation for his services by the said county.

§ 17. The County Surveyor shall keep a record of the duties performed and copies of notices served under the provisions of this act, which shall become a part of the records of his office.

§ 18. It shall be the especial duty of the County Surveyor to see that sign boards, as prescribed in this act, are at all times properly put up at railroad crossings.

§ 19. Any violation of any of the provisions of this act, by the said railroad corporations, shall be held to be a misdemeanor, and the said corporations shall be liable to be indicted for each and every such violation in the county wherein it has been committed.

§ 20. Upon the finding of such indictment against the corporation so indicted, a summons shall be issued forthwith, to answer the said indictment, to be served like other process, as provided or may be provided, to be served upon corporations within this State, and made returnable like other process; and if there has been due service during the term of any court having jurisdiction, the said indictments shall be tried during the said term, or continued for good cause shown, as in other cases.

§ 21. Service of such summons shall bring the said corporation so indicted into court, and if no plea is filed, the case shall be tried *ex parte* on the part of the State before a jury.

§ 22. Upon conviction for any violation of the provisions of this act, the court shall fine the said corporation in a sum not less than one hundred, nor more than one thousand dollars for each violation, and costs, which shall include a reasonable fee for the State's Attorney, to be determined by the court.

§ 23. The said State's Attorney may also proceed, (where no indictments are found for the same offence,) against said railroad corporation for any violation of any of the provisions in this act by an action of debt, for a penalty of one thousand dollars—said action to be in the name of the People of the State of Illinois, for the use of the county wherein such action is commenced; and in case of recovery, the said State's Attorneys shall be entitled, in case of collection, to a fee of ten per cent. on the amount collected. But the jury or the court, when the trial of said penal action is before the court, may reduce the penalty of one thousand dollars to any sum not less than one hundred dollars.

§ 24. If any of the County Surveyors neglects or fails to comply with any of the provisions of this act applicable to County Surveyors, he shall be liable to be indicted for neglect of duty, and on conviction, fined in a sum not less than one hundred dollars nor more than five hundred dollars, and as a part of the judgement his office shall be declared vacant.

§ 25. All laws and parts of laws in conflict with the provisions of this act, are hereby repealed.

PAPER "H."

SHOWING THE POSITION OF THE LANDS IN ILLINOIS
WITH REFERENCE TO THE
RAILWAYS IN ACTUAL OPERATION.

“H.”

ACREAGE OF ILLINOIS,

Showing its position with reference to the Railways—Prepared by T. J. Nickoll, Civil Engineer.

NAME OF COUNTY.	NUMBER OF ACRES.				Total area in acres.
	Within 5 miles.	Between 5 and 10 miles	Between 10 and 15 miles.	Between 15 and 20 miles and over.	
Adams.....	366,720	135,040	23,040	.....	524,800
Alexander.....	82,240	50,560	8,000	.....	140,800
Bond.....	116,800	102,400	22,720	.....	241,920
Boone.....	160,640	21,120	.....	.....	181,760
Brown.....	480,540	74,880	.....	.....	555,520
Bureau.....	130,240	60,480	.....	.....	190,720
Calhoun.....	10,240	37,440	30,720	84,800	163,200
Carroll.....	176,974	96,640	13,746	.....	287,360
Cass.....	224,320	19,520	.....	.....	243,840
Champaign.....	456,192	146,688	5,760	.....	608,640
Christian.....	373,760	77,440	.....	.....	451,200
Clark.....	164,480	128,640	33,280	.....	326,400
Clay.....	215,232	78,528	5,120	.....	298,880
Clinton.....	223,360	88,960	.....	.....	312,320
Coles.....	202,208	67,392	.....	.....	269,600
Cook.....	595,520	25,280	.....	.....	620,800
Crawford.....	.....	25,600	107,520	130,560	263,680
Cumberland.....	164,800	63,680	.....	.....	228,480
DeKalb.....	369,920	44,800	.....	.....	414,720
DeWitt.....	246,720	11,840	.....	.....	258,560
Douglas.....	175,680	65,280	25,920	.....	266,880
DuPage.....	199,680	16,640	.....	.....	216,320
Edgar.....	192,960	122,240	84,800	.....	400,000
Edwards.....	20,480	48,896	66,944	6,400	142,720
Effingham.....	221,880	78,720	10,440	.....	311,040
Fayette.....	363,200	97,600	.....	.....	460,800
Ford.....	264,960	12,200	26,880	.....	311,040
Franklin.....	3,200	79,360	151,680	36,480	270,720
Fulton.....	459,200	92,160	1,600	.....	552,960
Gallatin.....	151,360	52,800	3,200	.....	207,360
Greene.....	259,008	83,200	7,232	.....	349,440
Grundy.....	204,480	72,000	.....	.....	276,480
Hamilton.....	180,800	88,960	6,720	.....	276,480
Hancock.....	418,600	73,280	3,840	.....	495,720
Hardin.....	.....	28,800	59,840	20,160	108,800
Henderson.....	175,360	73,600	.....	.....	248,960
Henry.....	464,800	67,680	.....	.....	532,480
Iroquois.....	592,640	123,520	1,920	.....	718,080
Jackson.....	313,920	51,200	10,560	.....	375,680
Jasper.....	20,800	57,920	141,120	91,520	311,360
Jefferson.....	181,248	151,552	35,840	.....	368,640
Jersey.....	126,336	60,864	48,320	.....	235,520
Jo Daviess.....	176,640	119,119	88,561	.....	384,320
Johnson.....	.....	12,000	92,800	112,000	217,600
Kane.....	299,520	43,520	.....	.....	343,040
Kankakee.....	254,720	133,760	39,040	.....	427,520
Kendall.....	60,480	146,880	.....	.....	207,360
Knox.....	365,760	92,480	2,560	.....	460,800
Lake.....	195,840	106,240	.....	.....	302,080
La Salle.....	631,680	105,600	.....	.....	737,280
Lawrence.....	146,880	82,240	.....	.....	223,120
Lee.....	341,120	128,640	.....	.....	469,760

NAME OF COUNTY.	NUMBER OF ACRES.				Total area in Acres.
	Within 5 miles.	Between 5 and 10 miles.	Between 10 and 15 miles.	Between 15 and 20 miles and over.	
Livingston	406, 560	234, 400	25, 920	.....	666, 880
Logan	376, 960	7, 040	.....	.....	384, 000
Macon	358, 400	12, 160	.....	.....	350, 560
Macoupin	406, 528	131, 072	15, 360	.....	552, 960
Madison	404, 928	68, 672	.....	.....	473, 600
Marion	281, 792	86, 848	.....	.....	368, 640
Marshall	203, 520	48, 000	.....	.....	251, 520
Mason	342, 848	23, 872	.....	.....	366, 820
Massac	10, 880	33, 280	36, 480	73, 600	154, 240
McDonough	300, 480	63, 040	5, 120	.....	368, 640
McHenry	378, 240	18, 560	.....	.....	396, 800
McLean	655, 296	83, 264	.....	.....	738, 560
Menard	155, 840	43, 840	.....	.....	499, 680
Mercer	261, 120	91, 520	.....	.....	352, 640
Monroe	154, 880	69, 120	17, 280	.....	241, 280
Montgomery	234, 800	164, 480	.....	.....	449, 280
Morgan	344, 320	18, 560	.....	.....	362, 880
Moultrie	214, 400	3, 840	.....	.....	218, 240
Ogle	326, 400	161, 280	6, 400	.....	494, 080
Peoria	364, 480	32, 320	.....	.....	396, 800
Perry	264, 128	18, 112	.....	.....	282, 240
Piatt	254, 592	27, 648	.....	.....	282, 240
Pike	425, 280	88, 000	.....	.....	513, 280
Pope .....	.....	9, 600	67, 520	153, 280	230, 400
Pulaski	82, 560	26, 240	12, 800	.....	121, 600
Putnam	62, 080	46, 720	.....	.....	108, 800
Randolph	234, 560	104, 640	28, 160	.....	367, 360
Richland	123, 520	100, 096	.....	.....	223, 616
Rock Island	178, 496	72, 128	27, 776	.....	278, 400
Saline	124, 600	110, 280	7, 040	.....	241, 920
Sangamon	486, 912	68, 608	1, 280	.....	556, 800
Schnuyler	152, 448	104, 960	15, 232	.....	272, 640
Scott	132, 160	26, 560	.....	.....	158, 720
Shelby	286, 592	188, 928	21, 120	.....	496, 640
Stark	153, 920	30, 400	.....	.....	184, 320
St. Clair	397, 840	32, 320	.....	.....	430, 160
Stephenson	264, 320	98, 560	.....	.....	362, 880
Tazewell	387, 200	8, 960	.....	.....	396, 160
Union	143, 040	104, 960	6, 720	.....	254, 720
Vermilion	365, 952	179, 008	32, 320	.....	577, 280
Wabash	102, 400	34, 560	1, 280	.....	138, 240
Warren	285, 120	60, 480	.....	.....	345, 600
Washington	257, 152	99, 328	.....	.....	356, 480
Wayne	159, 680	208, 000	93, 120	.....	460, 800
White	263, 616	58, 304	.....	.....	321, 920
Whiteside	376, 000	59, 200	.....	.....	435, 200
Will	417, 600	123, 840	.....	.....	541, 440
Williamson	97, 920	129, 280	49, 280	.....	276, 480
Winnebago	312, 320	33, 280	.....	.....	345, 600
Woodford	312, 960	28, 160	.....	.....	341, 120

PAPERS "I," "J," "K."

- I. *A List of the Railroad Companies reporting, and the date of the receipt of each Report.*
 - J. *The Classification of the Railroad Companies, with the date and the form thereof.*
 - K. *A copy of the Blank Form issued for the Reports of Railroad Companies.*
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PAPER "I."

*A List of the Railroad Companies Reporting, and the Date of the Receipt
of each Report.*

CLASSIFIED COMPANIES.

Name.	Date.
1. Chicago and Alton.....	12 November, 1872.....
2. Chicago, Burlington and Quincy.....	25 September, ".....
3. Chicago, Danville and Vincennes.....	21 December, ".....
4. Chicago and Iowa.....	18 " ".....
5. Chicago and Northwestern.....	1 November, ".....
6. Chicago, Rock Island and Pacific.....	23 " ".....
7. Chicago and Rock River.....	13 October, ".....
8. Columbus, Chicago and Indiana Central.....	12 November, ".....
9. Gilman, Clinton and Springfield.....	18 December, ".....
10. Hannibal and Naples.....	5 October, ".....
11. Illinois Central.....	27 September, ".....
12. Illinois and St. Louis.....	18 October, ".....
13. Indianapolis, Bloomington and Western.....	21 November, ".....
14. Indianapolis and St. Louis.....	25 September, ".....
15. Lake Shore and Michigan Southern.....	24 " ".....
16. Michigan Central.....	.....
17. Ohio and Mississippi.....	3 October, 1872.....
18. Peoria, Pekin and Jacksonville.....	20 December, ".....
19. Peoria and Rock Island.....	15 October, ".....
20. Pekin, Lincoln and Decatur.....	5 " ".....
21. Pittsburg, Ft. Wayne and Chicago.....	17 September, ".....
22. Rockford, Rock Island and St. Louis.....	9 December, ".....
23. St. Louis, Alton and Terre Haute.....	1 October, ".....
24. St. Louis and Southeastern.....	3 December, ".....
25. St. Louis, Vandalia and Terre Haute (T. H. and Ind. Co.).....	2 November, ".....
26. Toledo, Peoria and Warsaw.....	31 August, ".....
27. Toledo, Wabash and Western.....	27 November, ".....
28. Western Union.....	10 " ".....

UNCLASSIFIED COMPANIES.

Name.	Date.
29. Cairo and St. Louis.....	14 September, 1872.....
30. Cairo and Vincennes.....	.....
31. Carbondale and Shawneetown.....	11 September, 1872.....
32. Chester and Tanaroa.....	16 December, ".....
33. Chicago and Canada Southern.....	26 October, ".....
34. Chicago, Decatur and St. Louis.....	.....
35. Chicago and Illinois Southern.....	24 September, 1872.....
36. Chicago, Milwaukee and St. Paul.....	30 November, ".....
37. Chicago and Muscatine.....	25 September, ".....
38. Chicago and Pacific.....	3 October, ".....
39. Chicago and Paducah.....	10 " ".....
40. Chicago, Pekin and Southwestern.....	20 December, ".....

Name.	Date.
41. Cincinnati, LaFayette and Chicago.....	3 September, 1872.....
42. Grand Tower and Carbondale.....	28 August, ".....
43. Indiana and Illinois Central.....	3 October, ".....
44. Jacksonville, Northwestern and Southeastern.....	24 September, ".....
45. Kankakee and Indiana.....	5 October, ".....
46. LaFayette, Bloomington and Mississippi.....	13 September, ".....
47. Louisville, New Albany and St. Louis.....	20 August, ".....
48. Muscatine, Kewaunee and Eastern.....	15 October, ".....
49. Paris and Decatur.....	3 " ".....
50. Plymouth, Kankakee and Pacific.....	28 September, 1872.....
51. Springfield and Illinois Southeastern.....	
52. St. Louis, Jerseyville and Springfield.....	

PAPER "J."

The Classification of the Railroad Companies, for the Transportation of Passengers, and the Date and Form of Classification.

Names of Companies.	Gross earnings.	Length of line.	Earnings per mile.	Class.	Rate of tariff per mile.	Date of notification of classification.
1. Chicago and Alton.....	\$5, 168, 112 15	548.0	\$9, 430 86	B	3	14 Dec., 1872...
2. Chicago, Burlington and Quincy.	7, 593, 678 18	761 0	9, 978 55	B	3	19 Nov., "...
3. Chicago, Danville and Vincennes.	*574, 940 68	102.0	5, 636 67	C	4	21 Dec., "...
4. Chicago and Iowa.....	197, 683 13	80.	1, 221 03	D	5½	28 " "...
5. Chicago and Northwestern.....	3, 686, 310 88	485.	7, 600 64	C	4	" " "...
6. Chicago, Rock Island and Pacific.	3, 963, 177 82	249.25	15, 900 41	A	2½	14 Dec., 1872...
7. Chicago and Rock River.....	115, 444 46	20.	772 22	D	5½	19 Nov., "...
8. Columbus, Cincin. and Inda. Cen.	173, 249 24	23.20	7, 467 64	C	4	18 Dec., "...
9. Gilman, Clinton and Springfield..	§188, 100 10	111.0	1, 694 59	D	5½	19 Dec., "...
10. Hannibal and Naples.....	95, 397 47	50.06	1, 905 66	D	5½	26 Nov., "...
11. Illinois Central.....	6, 453, 585 17	705.50	9, 147 53	B	3	16 Dec., "...
12. Illinois and St. Louis.....	76, 355 82	15.	5, 090 38	C	4	19 Nov., "...
13. Indianapolis, Bloomingt'n & Wes.	777, 128 00	132.90	5, 847 46	C	4	20 Dec., "...
14. Indianapolis and St. Louis.....	1, 422, 897 00	186.00	7, 649 98	C	4	21 Nov., "...
15. Lake Shore and Michigan South.	224, 000 00	14.00	16, 000 00	A	2½	19 " "...
16. Michigan Central.....						
17. Ohio and Mississippi.....	1, 250, 563 01	147.50	8, 478 37	B	3	14 Dec., 1872...
18. Peoria, Pekin and Jacksonville..	321, 076 36	83.	3, 868 38	D	5½	21 Dec., "...
19. Peoria and Rock Island.....	275, 488 50	91.	3, 027 34	D	5½	14 Dec., "...
20. Pekin, Lincoln and Decatur.....	71, 316 46	67.20	1, 061 25	D	5½	26 Nov., "...
21. Pittsburg, Ft. Wayne & Chicago.	437, 477 92	22.	19, 885 36	A	2½	14 Dec., "...
22. Rockf'rd, Rock Isl'nd & St. Louis	1, 067, 748 69	278.93	3, 828 01	D	5½	16 Dec., "...
23. St. Louis, Alton and Terre Haute	508, 306 96	74.97	6, 780 13	C	4	19 Nov., "...
24. St. Louis and Southeastern.....	357, 852 60	180.0	1, 988 07	D	5½	16 Dec., "...
25. St. Louis, Vandalia and Terre Haute, by Terre Haute and Indianapolis.....	1, 110, 450 06	158.40	7, 010 41	C	4	14 Dec., "...
26. Toledo, Peoria and Warsaw.....	1, 277, 310 46	247.50	5, 160 85	C	4	19 Nov., "...
27. Toledo, Wabash and Western.....	6, 006, 728 43	386.0	15, 561 47	A	2½	14 Dec., "...
28. Western Union.....	481, 172 16	112.0	4, 296 18	C	4	14 " "...
	\$43, 675, 551 71	5, 331.41	\$186, 289 44			

Average gross earnings per mile, per annum..... \$108 06
Average net earnings per mile, per annum..... 2, 789 18

* Based on report for six months, and calculated at same rate for one year.
† Based on reports for nine months, and calculated at same rate for one year.
‡ Based on report for six months, and calculated at same rate for one year.
§ Based on report for ten months, and calculated at same rate for one year.

PAPER "J," 2.

The Form of Classification.

STATE OF ILLINOIS,
OFFICE OF THE RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, ——— —, 1872.

To the President and Directors Rail Company :

GENTLEMEN—Your annual report to this Board, for the year ending 30th June, 1872, was received, 1872, and approved and filed, 1872.

And I am instructed to notify you that, by your report, the gross earnings of your road in this State being \$....., and the number of miles being, and therefore, the gross earnings per mile being, your road falls into class, of the act of 1871, "to establish a reasonable maximum rate of charges for the transportation of passengers," which limits the compensation of your company for the transportation of any person, to cents per mile, and that you should therefore, without delay, "post up in a conspicuous place in your depots, a copy of the act referred to, with a table of distances between each and every station of your road, and a statement showing the class to which your road belongs."

Very respectfully, your obedient servant,

J. H. RAYMOND,

Sec'y Board Com.

To,

.....

PAPER "K."

*Form for the Annual Railroad Report to the Commissioners of Railroads
and Warehouses of the State of Illinois, for the year ending
June 30th, 1871.*

STATE OF ILLINOIS:
OFFICE OF THE BOARD OF RAILROAD AND WAREHOUSE COMMISSIONERS,
SPRINGFIELD, ———, ———, 1872.

To the President and Directors of the Railroad Company:

GENTLEMEN—By virtue of an act of 1871, partially cited below, you are required to make and forward to this office, on or before the first day of September next, a full and true statement of the affairs of your Company, as the same existed on the first day of July preceding.

For the purpose of securing uniform reports, the Commissioners have directed the blank forms herewith to be sent to you, which embrace interrogatories by the Commissioners, additional to those specified in the law.

It is very important that each question in these forms should be answered, when necessary to conformity, by careful analysis and distribution from your accounts, so as to secure a full and true statement under proper heads, relating to and accruing upon your line within this State.

It is necessary that your report should be verified by the President and Secretary of your Company, or by two of its elected officers.

Yours respectfully,

GUSTAVUS KOERNER,
RICHARD P. MORGAN, JR.,
D. S. HAMMOND,

Commissioners.

By,
Secretary.

P. S.—Please acknowledge.

XI. RAILROAD AND WAREHOUSE COMMISSIONERS.

An Act to establish a Board of Railroad and Warehouse Commissioners, and prescribe their powers and duties. Approved April 13th, 1871. In force 1st July, 1871.

* * * * *

SECTION 6. Every railroad company, incorporated or doing business in this State, or which shall hereafter become incorporated, or do business under any general or special law of this State, shall, on or before the first day of September, A. D. 1871, and on or before the same day in each year thereafter, make and transmit to the Commissioners appointed by virtue of this act, at their office in Springfield, a full and true statement, under oath, of the proper officers of said corporation, of the affairs of said corporation, as the same existed on the first day of the preceding July, specifying, (in numerical order, the specifications contained in the following pages, to which but few interrogatories have been added, by virtue of the following section:)

§ 7. The said Commissioners may make and propound to said railroad companies any additional interrogatories, which shall be answered by such companies in the same manner as specified in the foregoing section.

* * * * *

§ 16. Every railroad company, and every officer, agent or or employee of any railroad company, who shall willfully neglect to make and furnish any report required in this act, at the time herein required, or who shall willfully and unlawfully hinder, delay or obstruct said Commissioners in the discharge of the duties herein imposed upon them, shall forfeit and pay a sum of not less than \$100 nor more than \$500 for each offense; to be recovered in an action of debt, in the name and for the use of the People of the State of Illinois; and every railroad company, lessee, &c., shall be liable to a like penalty for every period of ten days it or he shall willfully neglect or refuse to make such report.

REPORT

OF THE

.....RAILROAD COMPANY,

For the Year ending June 30, 1872.

For Companies operating and doing business in this State.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
.....President.....
.....1st Vice-President.....
.....Secretary.....
.....Treasurer.....
.....General Manager.....
.....General Superintendent.....
.....Chief Engineer.....
.....General Ticket Agent.....
.....General Freight Agent.....

General Offices at.....

Names of Directors.	Address.
.....
.....
.....
.....

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Subscriber.	Amount.	Subscriber.	Amount.
.....
.....
.....
.....
Amount forward.....	Total capital stock subscribed.....	.....

CHARACTERISTICS OF ROAD.

Length of Line.		Miles.
Main Line:		
Length of single main track.....		
Length of double main track.....		
Branches:		
..... Branch.	{ Single track.....	Total.....
	{ Double ".....	
..... Branch.	{ Single track.....	Total.....
	{ Double ".....	
..... Branch.	{ Single track.....	Total.....
	{ Double ".....	
..... Branch.	{ Single track.....	Total.....
	{ Double ".....	
Total.....		
Side Tracks:		
Aggregate length of sidings and other track not above enumerated.....		
Total length of track.....		
Gauge.		
What is the gauge of your lines?.....		
Mileage.		
Number of miles run by passenger trains during the year ending June 30, 1872.....		
.....	freight	
.....	construction and all other trains during the year ending June	
30, 1872.....		
Total mileage.....		
Speed of Trains.		Miles per hour.
The highest rate of speed allowed for express passenger trains.....		
Schedule rate of same, including stops.....		
The highest rate of speed allowed for mail and accommodation trains.....		
Schedule rate of same, including stops.....		
The highest rate of speed allowed for freight trains.....		
Schedule rate of same, including stops.....		
Equipment.		
Number of Locomotives of more than 40 tons weight, exclusive of tender.....		
Number of Locomotives of more than 30 tons weight, exclusive of tender.....		
Number of Locomotives of more than 20 tons weight, exclusive of tender.....		
Number of Locomotives of more than 10 tons weight, exclusive of tender.....		
Number of Passenger Cars.....		
Number of Express and Baggage Cars.....		
Number of Box Freight Cars.....		
Number of other Cars, as follows.....		

Bridges and Trestles.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
.....
.....
.....
.....

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

	Transportation of thru' passengers.	Transportation of local passengers.	Total for transport- ation of passengers.	Transportation of through freight.	Transportation of local freight.	Total for transport- ation of freight.
1871.
July.
August.
September.
October.
November.
December.
1872.
January.
February.
March.
April.
May.
June.
Total.

Total passenger tariff earnings for year.....

Total freight tariff earnings for year.....

Total tariff earnings for year.....

MONTHLY EARNINGS FROM ALL OTHER SOURCES RESPECTIVELY.

	July.	August.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March.	April.	May.	June.
.....
.....
.....
Total.

Total tariff earnings for year ending June 30, 1872.....

Total earnings from other sources.....

Total.....

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

<i>Operating Expenses.</i>	<i>Amount.</i>
For running and management of passenger trains.....	
For running and management of freight trains.....	
For running and management of mixed trains.....	
For motive power and cars.....	
*For maintenance of way, including repairs and renewals of iron and bridges.....	
*For repairs and renewals of station houses, buildings and fixtures.....	
For all other expenses for maintenance of way.....	
For mileage for borrowed cars, at per mile.....	
For all other operating expenses, respectively.....	
Total operating expenses.....	
<i>General Expenses.</i>	
State taxes.....	
National taxes.....	
Interest on floating debt.....	
All other general expenses, respectively.....	
Total general expenses.....	
Total general and operating expenses.....	
Gross earnings.....	
Difference.....	
<i>Additional Expenses.</i>	
For interest, dividends and taxes on same.....	
For lease or privilege of other roads.....	
Construction account for the year.....	
Additional equipment during the year.....	
Additional real estate bought during the year.....	
Improvements (not demanded by wearing out of stock given above*).....	
Total additional expenses.....	
Total general and operating expenses.....	
Gross earnings.....	
<i>Fuel Consumed.</i>	
Cords of wood consumed.....	
Tons of coal consumed.....	

TARIFFS.

Passenger Tariff for Year Ending June 30, 1872.

Highest rate per mile for distances less than five miles.....	
Highest rate per mile for distances from ten to fifty miles.....	
Highest rate per mile for distances from fifty to one hundred miles.....	
Highest rate per mile for full length of line in Illinois.....	
Average rate per mile for through passengers during the year.....	
Average rate per mile for local passengers during the year.....	

Freight Tariff for Year Ending June 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs., for shortest distance.....					
Highest rate per mile per 100 lbs., for 5 to 20 miles.....					
Highest rate per mile per 100 lbs., for 20 to 50 miles.....					
Highest rate per mile per 100 lbs., for 50 to 100 miles.....					
Highest rate per mile per 100 lbs., for whole length of line in Illinois.....					

Average rate per mile per 100 lbs. for through freight.....	
Average rate per mile per 100 lbs. for local freight.....	
Amount of through freight carried in year ending June 30, 1872.....	tons.
Amount of local freight carried in year ending June 30, 1872.....	tons.
Total	

MISCELLANEOUS EXHIBITS.

Tonnage of Articles Transported.

Cereals	
Agricultural products, except grain.....	
Flour	
Provisions	
Manufactures.....	
Animals	
Lumber and forest products	
Coal	
Merchandise and other articles	

Tariff Sheets, Time Tables and Special Contracts.

You are required by the law to transmit with this report, "a copy of each published rate of fare for passengers and tariff of freights in force, or issued for the government of its agents during the same time," viz: July 1, 1871, to July 1, 1872.

By virtue of section 7 (see page 1) of the act of 1871, establishing this Board, you are requested to transmit herewith a copy of each of the forms used in making special contracts for the transportation of freight, in force or issued for the government of your agents, employees or managers, from July 1, 1871, to July 1, 1872, filling out the blanks so that the rate of tariff, class of goods, and date of use shall appear on the face thereof; also, to transmit herewith a copy of your general time table, last issued; also, to communicate to this office whatever subsequent changes may be made during the present year in your time table; also, to transmit herewith the rules adopted for the government of your employees, and the general management of your road.

GENERAL BALANCE SHEET, 1st JULY, 1872.

Assets.	Amount.	Liabilities.	Amount.

STATE AND LOCAL AID.

*Subscriber.	Character of sub- scription.	When issu- ed to your company.	Amount.	Principal payable.	Rate of interest.	Interest payable.

*Distinguish in this column between State, County, Town and Township aid, and designate each respectively by the name of each County, Township or Town, (of our State) which has subscribed to your capital stock, or made donations to your road.

Amount of State Aid.....	
Amount of County Subscription.....	
Amount of Township Subscription.....	
Amount of Town and City Subscription.....	
Total aid.....	

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Date of the original charter of the road and that of any road consolidated with it.

Names of original companies and of consolidated companies.

Dates of all amendments to charters of original roads and to consolidated roads.

Dates of original organization of the companies now represented.

Dates of consolidation of various companies.

Amount, number and date of original mortgages.

Date of the foreclosure and sale under which the road is now held.

Amount of mortgage on which sale was made, and amount for which the road sold.

Amount of capital stock extinguished by the mortgage sale, also the amount of floating debt extinguished.

Amount of junior mortgages extinguished or reduction by reason of mortgage sale.

Amount and date of existing mortgages and rate of interest on each.

Amount of preferred stock and rate of preference and for what issued.

Amount of common stock now outstanding.

Amount of stock issued as stock dividends and dates of issue.

Rates and dates of all cash dividends on stock of original and consolidated companies.

Date when construction was commenced.

Date when each division was put in operation and length and termini of each.

Date when the whole road was put in operation and termini.

Date of construction, name, length and termini of each branch line.

Roads operated under lease; length and termini, also term of lease.

Gross earnings for each year on all lines operated.

ACCIDENTS TO PERSONS.

[illegible]

What running arrangements have you with other railroad companies, setting forth the contracts for same?

GENERAL REMARKS.

PAPER "L," 1.

1. *THE FULL TEXT OF THE REPORTS OF CLASSIFIED
RAILROAD COMPANIES.*
 2. *THE FULL TEXT OF THE REPORTS OF UNCLASSIFIED
RAILROAD COMPANIES.*
-

REPORT

OF THE

CHICAGO AND ALTON RAILROAD COMPANY,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.
T. B. Blackstone, President.....	Chicago, Illinois.
N. M. Larrabee, Secretary and Treasurer.....	" "
J. C. McMullen, General Superintendent.....	" "
K. F. Booth, Chief Engineer.....	" "
Jas. Charlton, General Ticket Agent.	" "
James Smith, General Freight Agent.....	" "
General Offices at Chicago, Illinois.	

Names of Directors.	Address.
T. B. Blackstone.....	Chicago, Illinois.
John Crerar.....	" "
John B. Drake.....	" "
John J. Mitchell.....	Alton, "
George Straut.....	Peoria, "
John A. Stewart.....	New York City.
D. Willis James.....	" "
John F. Slater.....	Norwich, Conn.
Lorenzo Blackstone.	" "

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

No part of the Capital Stock of the company was ever subscribed by any one.

THE AMOUNT OF STOCK.

Preferred Stock—all full paid.....	\$2, 425, 400 00
Common " " "	8, 929, 900 00
Total Stock paid in.....	\$11, 355, 300 00

DEBTS.

FUNDED DEBT.

First Mortgage Sinking Fund Bonds (Due Nov. 1, 1877, bear interest at 7 per cent., which is payable 1st May and 1st November), amount.....	\$228, 000 00
First Mortgage Bonds (due January 1st, 1893, bear interest at 7 per cent., which is payable January 1st and July 1st), amount.....	2, 383, 000 00
Income Mortgage Bonds (due January 1, 1883, bear interest at 7 per cent., which is payable April 1 and October 1), amount.....	1, 087, 000 00
Total Funded Debt.....	\$3, 698, 000 00

FLOATING DEBT—None.

Due to the stockholders or their assigns, \$1,035,500 of Common Stock of the company, upon payment by them of the residue of the purchase price of said stock, having been contracted to be sold at par, payable in installments, to provide means to pay for additional equipment.

COST AND VALUE OF ROAD AND EQUIPMENT.

It is impossible for us to estimate the cost and value of the several parts of the road and equipment separately. We assume that the value, as well as the cost, is represented by the several amounts of stock and indebtedness hereinbefore stated.

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track.....	249½
“ double “ “	30½
Branches:	
Western Division Branch—single track.....	80
Louisiana Branch—single track.....	37
Jacksonville Division Branch.....	151
Total.....	548
Side Tracks:	
Aggregate length of sidings and other track not above enumerated.....	76½
Total length of track.....	624½

GAUGE.

What is the gauge of your lines?.....4 feet 8½ inches.

MILEAGE.

Number of miles run by passenger trains during the year ending June 30th, 1872.....	885,993
“ “ “ freight “ “ “ 1872.....	2,030,686
“ “ “ construction and all other trains during the year ending June 30, 1872.....	149,019
Total mileage.....	3,065,698

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains.....	35
Schedule rate of same, including stops.....	33½
The highest rate of speed allowed for mail and accommodation trains.....	35
Schedule rate of same, including stops.....	24
The highest rate of speed allowed for freight trains.....	15
Schedule rate of same, including stops.....	10

EQUIPMENT.

Number of locomotives of more than 40 tons weight, exclusive of tender.....	None.
“ “ “ 30 “ “ “	78
“ “ “ 20 “ “ “	53
“ “ “ 10 “ “ “	3
“ passenger cars.....	51
“ express and baggage cars.....	22
“ box freight cars.....	1,504
“ other cars.....	1,115

BRIDGES AND TRESTLES.

Wooden bridges—Number of.....223.....	Aggregate length.....	27,467½ feet.
Stone “ “1.....	“ “	225 “
Iron “ “4.....	“ “	1,990 “
Combination Howe Truss.....3.....	“ “	350 “

[A complete descriptive list of the bridges and trestles as above is on file in office of the Commissioners.—SEC'Y BOARD.]

What railroads cross your road at grade in this State, and at what locality ?

Railroads.	Place.	County.	Town	Range.
Chicago, Burlington and Quincy.....	Chicago.....	Cook.....	39	14 E.
Pittsburg, Cincinnati and St. Louis.....	Brighton.....	".....	38	14 "
Chicago, Rock Island and Pacific.....	Joliet.....	Will.....	35	10 "
Fox River Valley.....	Pontiac.....	Livingston.....	28	5 "
Toledo, Peoria and Warsaw.....	Chenoa.....	McLean.....	26	4 "
Illinois Central.....	Normal.....	".....	24	2 "
Indianapolis, Bloomington and Western.....	Bloomington.....	".....	23	2 "
Toledo, Wabash and Western (Branch).....	Lincoln.....	Logan.....	20	2 W.
Springfield and Illinois Southeastern.....	Springfield.....	Sangamon.....	16	5 "
Toledo, Wabash and Western.....	G. W. Junction.....	".....	15	5 "
Rockford, Rock Island and St. Louis.....	Brighton.....	Macoupin.....	7	9 "
Toledo, Wabash and Western.....	E. St. Louis.....	St. Clair.....	2	10 "
Ohio and Mississippi.....	".....	".....	2	10 "
Rockford, Rock Island and St. Louis.....	Whitehall.....	Greene.....	12	12 "
Farmers' Railroad.....	Jacksonville.....	Morgan.....	15	10 "
Toledo, Wabash and Western.....	".....	".....	15	10 "
North Eastern and South Western.....	Ashland.....	Cass.....	17	8 "
Fox River Valley.....	Streator.....	La Salle.....	31	3 E.
Illinois Central.....	Wenona.....	Marshall.....	30	1 "
Toledo, Peoria and Warsaw.....	Washington.....	Tazewell.....	26	3 W.
Rockford, Rock Island and St. Louis.....	Near Roodhouse.....	Greene.....	12	12 "

What regulations govern your employees in regard to these crossings ?

Come to a full stop at such crossings.

How many miles of iron rail, and how many of steel, have you in use, and what is their relative durability, practicability of use, and value, as used on your road ?

574½ miles iron rail and 50 miles steel rails. We are unable to state their relative durability or value.

FENCING.

How many miles of fencing have you on your road ?.....Not known.

What was the average cost per rod ?....."

The total cost of same ?....."

What is the average cost per mile per year for repairing same ?....."

How many miles of hedge have you on your road ?....."

Explanations of above, and suggestions upon the subject of fencing :

The present company came into possession of the road after it had been mostly fenced, and accounts have not been kept to enable company to answer the above questions. The entire road and branches are fenced as far as practicable

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Month.	Total for transportation of passengers.	Total for transportation of freight.
1871. July.....	\$107,661 91	\$407,941 19
August.....	111,949 06	398,098 93
September.....	122,791 27	369,248 62
October.....	158,048 99	297,506 43
November.....	109,210 03	329,163 62
December.....	98,215 19	247,950 85
1872. January.....	93,837 32	256,090 83
February.....	86,294 93	226,603 42
March.....	106,735 32	247,346 00
April.....	103,899 71	259,337 58
May.....	110,014 58	283,761 99
June.....	117,064 76	286,476 22
Total.....	\$1,325,723 07	\$3,609,925 68

Total passenger tariff earnings for year.....\$1,325,723 07

Total freight tariff earnings for year.....3,609,925 68

Total tariff earnings for year.....\$4,935,248 75

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.
Mails.....	\$6,128 94	\$6,582 00	\$6,128 99	\$6,128 94	\$6,128 94	\$6,128 99	\$6,410 37	\$7,031 77	\$6,278 37	\$6,278 37	\$6,278 37	\$6,278 37
Express.....	7,098 00	7,371 00	7,098 00	7,098 00	7,098 00	7,098 00	7,371 00	6,825 00	7,098 00	7,098 00	7,520 68	6,825 00
Incidental receipts.	232 00	267 00	330 00	.....	340 00	396 92	364 00	170 00	257 00	357 00	159 00	207 00
Mileage of cars....	4,532 94	8,417 99	2,020 04	4,444 81	2,745 88	5,056 81	7,733 66	5,977 09	954 74	2,907 90	1,519 38	2,345 18
Int st and Exch'ge	.....	1,476 68	.....	.....	921 05	5,840 22	.....	.....	4,548 01	.....	.....	.....
Total.....	\$18,051 88	\$24,114 67	\$15,577 03	\$17,671 75	\$17,233 87	\$31,520 94	\$21,779 03	\$30,063 86	\$19,136 12	\$16,641 27	\$15,477 43	\$15,655 55
Total tariff earnings for year ending June 30th, 1872.....	\$4,935,248 75											
Total earnings from other sources.....	232,863 40											
Total.....	\$5,168,112 15											

The above is the Balance sheet of December 30th, 1871. This company makes no Balance sheets except at the close of its fiscal year, when inventories are taken, and Construction account, Improvement account, Operating accounts, etc., properly adjusted.

The above is the Balance sheet of December 30th, 1871. This company makes no Balance sheets except at the close of its fiscal year, when inventories are taken, and Construction account, Improvement account, Operating accounts, etc., properly adjusted.

STATE AND LOCAL AID.—NONE.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.: what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The United States Express Company—paying us double first class rates. They are allowed to carry money, valuable packages and property, only. They take and deliver all their freights at the depots of the company.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.: do they use the cars of your company, or those furnished by themselves; and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

No exclusive privileges or preference to any transportation companies, person, or corporations.

SLEEPING CARS.

Do sleeping or dining room cars run on your road; and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

12 sleeping cars and 5 dining cars of the Pullman Palace Car Company. Extra charge for sleeping car, ordinarily, two dollars.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

Between Chicago and St. Louis, \$200 per mile; Dwight and Washington and Lacon, \$50 per mile; Bloomington and Godfrey, \$100 per mile; Roodhouse and Louisiana, rate not agreed upon. Terms such as are usual in all mail contracts.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Names of original companies and of consolidated companies?—A. Copies of laws, contracts and consolidations are herewith furnished, which will give full answer to the questions.

Q. Amount, number and date of original mortgages?—A. Not known further than stated in paper accompanying.

Q. Date of the foreclosure and sale under which the road is now held?—A. See decree of U. S. Court, copy of which is herewith furnished.

Q. Amount of mortgage on which sale was made, and amount for which the road sold?—A. See decree of U. S. Court, as above.

Q. Amount of Capital Stock extinguished by the mortgage sale; also the amount of floating debt extinguished?—A. Not known.

Q. Amount of junior mortgages extinguished, or reduction by reason of mortgage sale?—A. Not known.

Q. Amount and date of existing mortgages and rate of interest on each?—A. Before stated.

Q. Amount of preferred stock and rate of preference, and for what issued?—A. Amount before stated; rate of preference, 7 per cent.; issued to pay for road.

Q. Amount of common stock now outstanding?—A. Before stated.

Q. Amount of stock issued as stock dividends and dates of issue?—A. None.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. Not known.

Q. Date when construction was commenced?—A. Not known.

Q. Date when each division was put in operation, and length and termini of each?—A. Not known, further than is herein stated.

Q. Date when the whole road was put in operation, and termini?—A. Nothing further known.

- Q. Date of construction, name, length and termini of each branch line?—A. Not known, further than heretofore given.
- Q. Roads operated under lease; length and termini, also term of lease?—A. Heretofore given.
- Q. Gross earnings for each year on all lines operated?—A. Heretofore given.

ACCIDENTS TO PERSONS.

- October 9. One person killed; drunk on track.
- October 24. One person killed at Joliet; drunk; tried to get on train and fell.
- November 15. One employee injured at Towanda; fell from gangway between tender and engine.
- November 21. One employee killed at Chicago; getting link out of one car the other caught him.
- November 26. One employee killed at Alton; fell from car when putting on brakes.
- November 28. Two employees slightly injured; caused by collision; engines running slow.
- December 15. One employee injured; trying to climb on cars at Jacksonville.
- December 17. One person killed at Bloomington; drunk; got under cars.
- December 17. One employee injured at East St. Louis; was coupling, and caught between two cars.
- December 27. One employee killed at Willow Springs; collided with coal train and engineer killed.
- January 7, 1872. One person killed at Ohio and Miss. Crossing; was found on trestle-hook bridge.
- January 8. One person killed north of T., W. and W. R. R. Crossing; body found on track.
- January 13. One employee injured at Springfield; carelessness when coupling cars; fell into cattle yard.
- January 18. One employee injured at East St. Louis; brakeman, stood up on car and hit on head by beam.
- January 26. One person injured at Springfield Coal Shaft; jumped from train and fell.
- January 27. One person killed at Manchester; supposed suicide.
- January 27. One person injured at Braidwood; got on crossing and was run into.
- January 31. One employee injured at Chicago; coupling cars.
- February 4. One person injured at Dwight; trying to steal ride.
- February 9. One person killed at Pontiac; fell from train.
- February 10. One employee injured at Braidwood; got on coal cars and fell.
- February 18. One person killed at Chicago; fell under cars.
- February 20. One person injured at Chicago; was standing on track and struck.
- March 6. One person killed at Pontiac, got on track and was struck.
- April 11. One person injured at Chicago; stepped off car when in motion.
- April 11. One person injured at Pleasant Hill; did not hear the bell and hit at crossing.
- April 12. One person injured; getting off engine; toes cut off.
- April 5. One person killed at Brighton; collision with R. I. and St. Louis R. R. cars.
- April 29. One employee killed at Bloomington; thrown off engine in yard.
- May 1. One employee injured at Braidwood; in jumping off a train fell under engine.
- May 15. One employee killed at Joliet; fell from train.
- May 20. One child injured at Braidwood; running across track and was struck and injured.
- May 26. One person injured at Brighton Course; fell off train when setting brakes.
- June 11. One person slightly injured at Braidwood.
- June 27. One person injured at Mexico; fell from top of car, when he struck bridges.
- June 13. Old man, at Braidwood, climbing over coal train, fell and was hurt.
- June 13. One person, at Chenoa; jumping off train while in motion.

The reports of accidents occurring from July 1, 1871, to October 9, 1871, were burned, and relative to that period information cannot be given from any papers in the office.

State of Illinois, County of Cook, ss.

T. B. Blackstone, President, and William M. Larrabee, Secretary and Treasurer of the Chicago and Alton Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true and correct statement of the condition and affairs of said Company, on the first day of July, A. D. 1872, so far as known to them, to the best of their knowledge and belief.

T. B. BLACKSTONE,
W. M. LARRABEE.

Subscribed and sworn to before me this sixth day of November, A. D. 1872.

CHAS. H. FOSTER, *Notary Public.*

REPORT

OF THE

CHICAGO, BURLINGTON AND QUINCY RAILROAD CO.

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
J. M. Walker, President	Chicago, Illa.	\$8,000 00
A. T. Hall, Secretary and Treasurer	" "	6,000 00
Robt. Harris, General Superintendent	" "	10,000 00
Max Hjortsberg, Chief Engineer	" "	3,500 00
Saml. Powell, General Ticket Agent	" "	3,500 00
E. R. Wadsworth, General Freight Agent	" "	4,000 00
General Offices at Chicago, Illinois.		

Names of Directors.	Address.
Erastus Corning	Albany, N. Y.
John C. Green	New York.
Sidney Bartlett	Boston, Mass.
John W. Brooks	" "
John A. Burnham	" "
John N. Denison	" "
John W. Forbes	" "
Nathaniel Thayer	" "
Robert L. Watson	" "
James F. Joy	Detroit, Mich.
Chauncey Cotton	Galesburg, Ills.
James M. Walker	Chicago, Ills.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

All original subscription books burned Oct. 9, 1871, so that it is impossible to give the names of the subscribers. Total capital stock subscribed, \$18,652,910 00.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

All books showing payments for stock originally subscribed, were burned Oct. 9, 1871, so that it is impossible to give the names of those who paid for the stock. The stock of the Company is changing hands in the market every day, and it is impossible, from the books and records of the Company, to state who are the owners at any given time. Total stock paid in, \$18,652,910 00.

The highest rate of speed allowed for express passenger trains	40 to 45
Schedule rate of same, including stops.....	24
The highest rate of speed allowed for mail and accommodation trains.....	40 to 45
Schedule rate of same, including stops.....	20
The highest rate of speed allowed for freight trains	17
Schedule rate of same, including stops	11

EQUIPMENT.

number of locomotives of more than 30 tons weight, exclusive of tender.....	111
Number of locomotives of more than 20 tons weight, exclusive of tender	81
Number of passenger cars.....	86
Number of express and baggage cars.....	44
Number of house, freight and stock cars.....	2,666
Number of other cars; as follows:	
Directors' car.....	1
Pay car.....	1
Refrigerator car.....	1
Platform and coal cars.....	979
Drovers' and conductors' cars.....	84
Dump cars.....	40
Tool cars.....	3
Pile driving cars.....	1
Hand cars.....	271
Rubble cars.....	231

BRIDGES AND TRETTLES.

Wooden bridges, number of.....	413	Aggregate length	37,787 feet.
Iron bridges, number of.....	18	" " " ".....	4,334 "
Wooden trestles.....	259	" " " ".....	23,409 "

What railroads cross your road at grade in this State, and at what locality?

Station.	Name of road crossing.	Sec.	Town.	Range.	P. M.
Chicago.....	Ill. Cent.....	22	39 W	14 E	3d
".....	C., R. I. and P.....	21	" "	" "	"
".....	L. S. and M. S.....	"	" "	" "	"
".....	C., A. and St. L.....	"	" "	" "	"
".....	P., F. W. and C.....	"	" "	" "	"
P. C. and St. L. Crossing.....	C., C. and I. C.....	24	39	13	"
Mendota.....	Ill. Cent.....	33	36	1 E	"
Galva.....	P. and R. I.....	28	14	4 E	4th
Monmouth.....	R. R. I. and St. L.....	31	11	2 W	"
Sagetown.....	" " " ".....	16	10	5 W	"
Galesburg to Quincy:					
Bushnell.....	T., P. and W.....	33	7 W	1 W	"
".....	R., R. I. and St. L.....	"	" "	" "	"
Keokuk Junction.....	T., W. and W.....	20	2 W	5 W	"
Fox River Line:					
Ottawa.....	C., R. I. and P.....	11	38 W	3 E	3d
Galva and Keithsburg:					
Galva.....	P. and R. I.....	28	14 W	4 E	4th
R. R. I. and St. L. Crossing.....	R., R. I. and St. L.....	21	14 W	1 E	"
Buda and Rushville:					
Wyoming.....	P. and R. I.....	1	12 W	6 E	4th
Canton.....	T., P. and W.....	34	7 W	4 E	"
Vermont.....	R., R. I. and St. L.....	32	4 W	1 E	"
Carthage Division:					
Ferris.....	T., P. and W.....	35	6 W	7 W	4th
Carthage.....	T., W. and W.....	24	5 W	7 W	"

What regulations govern your employees in regard to these crossings?

[Specific regulations for fourteen different crossings are on file in office Commissioners.—SEC'Y B'D.]

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety?

Such as are in use on our railroad at the present time.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

About 887½ miles of iron, and 85½ of steel. The superiority of steel over iron in point of economy is so great that it is intended to wholly renew with steel.

FENCING.

How many miles of fencing have you on your road ?.....	about 1,396 miles
What was the average cost per rod ?.....	about \$1 64
The total cost of same ?.....	about \$707,907 00
What is the average cost per mile per year for repairing same ?.....	about \$31 00
How many miles of hedge have you on your road ?.....	about 46 miles
From what plant was it grown ?.....	Osage orange
How many miles of the hedge is effective fencing ?	about 8 miles

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles :

About 3 miles in Stark county, Ills.—fences on one side; about 7 miles in Henderson county, Ills.; about $1\frac{1}{2}$ miles in Hancock county, Ills.; about $4\frac{1}{2}$ miles in Adams county, Ills. Aggregate amount in Illinois, about 16 miles. Hedges have burned so much that we have abandoned all efforts to grow them, and use wholly posts and boards.

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger trains—train service	\$123,573 66
For running and management of freight trains—train service	215,914 42
For motive power and cars—repairing locomotives and engine service	944,937 30
For maintenance of way, including repairs and renewals of iron and bridges	1,265,058 58
For repairs and renewals of station houses, buildings and fixtures	88,023 23
Station service	503,818 46
Water service	63,528 01
For mileage of borrowed cars, see statement below.	
For all other operating expenses, respectively—repairs—docks	3,363 58
Miscellaneous loss and damage	51,758 62
Fuel consumed	453,920 12
General expenses	307,925 80
Foreign agencies	67,941 81
Stationery, printing and advertising	52,216 36
Repairing cars	472,857 88
Oil and waste	83,032 38
Maintenance of Burlington Bridge	11,145 63
Total operating expenses	\$4,709,016 24

GENERAL EXPENSES.

State taxes	\$231,158 93
National taxes	964 34
Interest on floating debt	No floating debt.
All other general expenses, respectively—rent of tracks	12,187 49
Transfer office expenses	1,000 00
Total general expenses	\$569,662 28
Total general and operating expenses	\$4,278,678 52
Gross earnings	7,554,575 06
Difference	\$3,275,896 54

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same	\$829,525 00
Construction account for the year	1,613,210 28
Additional equipment during the year	734,712 60
Total additional expenses	\$3,177,447 88
Gross earnings	7,554,575 06

STATEMENT OF CHARGES PAID OTHER RAILROADS FOR MILEAGE OF PASSENGER AND FREIGHT CARS
DURING YEAR ENDING JUNE 30, 1872.

Passenger cars :	
63,937 miles at 4 cts. per mile	\$2,757 48
436,627 " 5 " "	21,831 35
	\$24,588 83
Freight cars :	
1,300,730 miles at 1 ct. per mile	\$13,007 30
2,526,693 " 1½ cts. "	37,900 40
9,820,056 " 2 " "	196,401 12
	247,308 82
Total	\$271,897 65

The items of this table are not considered as operating expenses by this Company, but amounts charged to (and amounts received from other lines for use of C., B. and Q. cars credited to) miscellaneous earnings.

FUEL CONSUMED.

Cords of wood consumed	9,400
Tons of coal consumed	147,394

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.

The fare for 4 miles or under is 15 cts.

Highest rate per mile for distances from ten to fifty miles.

No tickets are sold for less than 15 cts.

Highest rate per mile for distances from fifty to one hundred miles.

For 5 miles the fare is 20 cts., or 4 cts. a mile.

Highest rate per mile for full length of line in Illinois.

For any distance over 5 miles the local fare is $3\frac{1}{2}$ cts. a mile, except on some of the branches, where 4 cts. per mile is charged.

Average rate per mile for through and local passengers during year 3.072 cts.

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

Average rate per mile per 100 lbs. for through freight 0.071-1 cts.

Average rate per mile per 100 lbs. for local freight 0.159-1 cts.

Amount of through freight carried in year ending June 30, 1872..... 584,432 tons.

Amount of local freight carried in year ending June 30, 1872..... 1,144,130 tons.

Total 1,728,562 tons.

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals	519,650
Agricultural products, except grain	32,483
Flour.....	28,764
Provisions.....	27,632
Manufactures.....	27,544
Animals	260,890
Lumber and forest products	210,923
Coal	209,201
Merchandise and other articles.....	411,475

GENERAL BALANCE SHEET, 1st JULY, 1872.

Assets.	Amount.	Liabilities.	Amount.
General construction account.....	\$18,691,583 50	Balance due Northern Cross Bondholders not called for	\$256,206 95
General equipment.....	5,571,863 99	Trust Mortgage 8 per cent. bonds.....	2,742,000 00
Cost of branch roads.....	9,607,137 33	Trust Mortgage 7 per cent. bonds.....	680,000 00
Burlington and Missouri River Railroad Company Stock.....	924,887 77	Second Mortgage 4½ per cent. bonds.....	941,000 00
Pullman Palace Car Company Stock.....	113,100 00	Plain Mortgage 7 per cent. bonds.....	1,426,000 00
Materials on hand, and teams in Chicago.....	763,873 12	Branch Road 8 per cent. bonds.....	6,756,000 00
Due from agents and connecting roads.....	\$1,463,960 90	Nine half-yearly installments of scrip for \$21,750 each, without int.....	195,750 00
Less due to agents and connecting roads.....	1,197,669 67	Total of funded debt.....	\$12,996,856 95
		Capital stock.....	18,652,910 00
			\$31,649,866 95
	\$35,358,736 94		

NOTE.—The difference between assets and liabilities consists of a credit to sinking fund of \$1,179,744 88, and credit income account of \$2,560,115 11, making a total of \$3,739,859 99, which has been invested in the property constituting the assets of the company, and remains due to the stockholders, but is not a liability of the nature of capital stock, or a debt payable.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The American Merchants' Union Express Company runs on the main line and all branches. The express company transports all money for the railroad company free, and pays 1 ct. per 100 lbs. per mile, provided they do not pay less than 15 cts. per 100, nor more than \$1.05 per 100 lbs. Railroad company furnishes the cars at its own expense. Express company is not limited as to kind of business, being at liberty to take whatever the allotted space in the car allows. Express company loads express freight into the cars; has sole charge of it; unloads and takes care of it; assumes all risk and responsibility of every kind and nature.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

Merchants' Despatch Transportation Company and Empire Line, at rates of commission, as agreed upon from time to time, and the usual mileage for use of cars. A cent and a half per mile, loaded or empty. Transportation companies repair their own cars. Business of no line is given a preference as to speed or order of transportation. This company is also owner in the Blue Line and Continental Line, each of which lines has a central management, maintained by each company comprising the lines, contributing proportionately to business done. Each road comprising the line seeks to place in the line its own proper proportion of cars, and in case of their actually doing so, the mileage of cars is practically paid for in kind. In case any road is over or short, the difference is made up at the usual rate of mileage.

SLEEPING-CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Pullman Palace Car Company owns and runs the sleeping-cars on the main line and principal branches, and runs dining-car between Galesburg and Burlington. The railroad company maintains the car in all respects, except so far as it is adapted to sleeping, or pays an agreed rate to the Sleeping-Car Company for maintaining them. Sleeping-Car Company maintains everything connected with the sleeping apparatus. The charge in addition to regular passenger rate is \$2 for each double berth.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$200 per mile on main line, and \$50 to \$100 on branches, per annum. Service twice daily each way on main line, Sundays excepted. Once daily each way, Sundays excepted, on branches.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. The Chicago, Burlington and Quincy Railroad Company, with its branches, is made up of several short lines consolidated, each with separate charters. We give below the name of each corporation, with the dates of their charters and amendments.

Q. Names of original companies and of consolidated companies.—A. Aurora Branch Railroad, charter February 12, 1849.

Q. Dates of all amendments to charters of original roads and to consolidated roads. Dates of consolidation of various companies. Date of the foreclosure and sale under which the road is now held.

A. Chicago and Aurora Railroad, charter June 22, 1852; amended charter January 26, 1853; amended charter February 23, 1854; amended charter February 16, 1865. Central Military Tract Railroad, February 15, 1851; amended charter June 19, 1852; amended charter February 11, 1853; amended charter February 14, 1855.

The above roads were consolidated July 9, 1856, and formed the Chicago, Burlington and Quincy Railroad Company.

The Northern Cross Railroad Company, charter April 13, 1849; amended charter February 15, 1851; amended charter February 1, 1851; amended charter June 11, 1852; amended charter February 10, 1857. This road was sold under foreclosure of its first mortgage, and bought by C. B. and Q. R. R. Records burned and we can give no data.

The Peoria and Oquawka, charter February 12, 1849; amended charter February 10, 1851; amended charter June 22, 1852; amended charter February 8, 1853; amended charter February 12, 1861. This road sold by decree of United States Court, to individuals, and purchased under an enabling act, by C. B. and Q. R. R. Co. Records burned.

Q. Amount of mortgage on which sale was made, and amount for which the road sold?—A. Answered above.

Q. Amount of capital stock extinguished by the mortgage sale, also the amount of floating debt extinguished?—A. Records burned.

Q. Amount of junior mortgages extinguished or reduction by reason of mortgage sale?—A. None.

Q. Amount and date of existing mortgages and rate of interest on each?

A. C. B. and Q. R. R. Trust Mortgage, \$2,742,000, January 1, 1858, 8 per cent.

" " " " \$680,000, October 1, 1860, 7 per cent.

" " second " \$941,000, July 1, 1860, $4\frac{1}{2}$ per cent.

Branch Roads:

American Central R. R. Trust Mortgage, July 1, 1868, \$800,000, 8 per cent.

Peoria and Hannibal R. R. Trust Mortgage, July 1, 1868, \$600,000, 8 per cent.

Dixon, Peoria and Hannibal R. R. Trust Mortgage, July, 1869, \$800,000, 8 per cent.

Carthage and Burlington R. R. Trust Mortgage, 1869, \$600,000, 8 per cent.

Quincy and Warsaw R. R. Trust Mortgage, 1870, \$800,000, 8 per cent.

Ottawa and Oswego and Fox River Valley R. R. Trust Mortgage, July 1, 1870, \$1,260,000, 8 per cent.

Illinois Grand Trunk Railway Trust Mortgage, October 1, 1870, \$960,000, 8 per cent.

Dixon and Quincy Railway Trust Mortgage, Nov. 1, 1870, \$150,000.

Q. Amount of preferred stock and rate of preference and for what issued?—A. None.

Q. Amount of common stock now outstanding?—A. \$18,649,910 00.

Q. Amount of stock issued as stock dividends and dates of issue?—A. Books burned.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. Records burned.

Q. Date when construction was commenced?—A. Books burned, but think it was in 1849 or 1850.

Q. Date when each division was put in operation and length and termini of each?—A. Construction books burned.

Q. Date when the whole road was put in operation and termini?—A. Road completed from time to time, as branches were built, but books burned. Termini are: Chicago, Batavia, Geneva, Streator, Peoria, Rushville, Quincy, Burlington, Keithsburg and Clinton.

Q. Date of construction, name, length and termini of each branch line?—A. Line from Yates City to Lewiston, 30 miles, completed, 1862. Line from Lewiston to Rushville, 30 miles, completed, 1868. Line from Galva to New Boston and Keithsburg, 56 miles, completed, 1870. Line from Fox River Railroad, Geneva to Streator, 72 miles, completed, 1871. Line from Illinois Grand Trunk, Mendota to East Clinton, 64 $\frac{1}{2}$ miles, completed, 1872.

Q. Roads operated under lease; length and termini, also term of lease?—A. *Branch Roads:* Ottawa, Oswego and Fox River Valley R. R.—Geneva to Streator—in perpetuity. American Central and Dixon and Quincy—Galva to Keithsburg—99 years. Illinois Grand Trunk Railway—Mendota to Clinton—99 years. Dixon, Peoria and Hannibal—Buda to Elmwood—99 years.

Q. Gross earnings for each year on all lines operated?—A. No record until 1856. 1856 \$1,613,219 41; 1857, \$2,023,481 46; 1858, \$1,850,339 39; 1859, \$1,288,894 64; 1860, \$1,383,957 65; 1861, \$1,732,084 17; 1862, \$2,246,084 69; 1863, \$3,037,372 54; 1864, \$4,039,922 28; 1865, \$4,688,186 70; 1866, \$6,175,553 35; 1867, \$6,146,861 75; 1868, \$6,197,728 64; 1869, \$6,846,525 36; 1870, \$6,621,773 12; 1871, \$7,207,685 20; 1872, \$7,569,009 58.

ACCIDENTS TO PERSONS.

BY THEIR OWN MISCONDUCT OR WANT OF CAUTION.

July 4, 1871. One person killed at Mendota. Run over by train.

July 7, 1871. One person injured at Riverside. Trying to get on cars while running.

July 8, 1871. One person injured at Chicago. Trying to get on cars while running.

August 5, 1871. One person injured at Camp Point. Trying to get on cars while in motion.

August 7, 1871. One employee injured at Wever. Slipped off Towers' Step.

August 10, 1871. One person killed at Chicago. Trying to get on train while in motion.

August 31, 1871. One person killed at Galva. Fell between cars.

September 2, 1871. One person injured at Downer's Grove. Trying to get on train while running.

September 4, 1871. One person injured at Biggsville. Hit on head by baggage car.

September 12, 1871. One person killed at Arlington. Slipped while jumping on train.
 September 12, 1871. One person injured at Chicago. Struck by engine at crossing.
 September 18, 1871. One person killed at Plano. Jumping off before train stopped.
 September 20, 1871. One passenger killed at Wyandot. Run over by cars, while drunk.
 September 22, 1871. One person injured at Montgomery. Not getting off train when signaled.
 September 27, 1871. One person killed at Sandwich. Trying to pass between cars.
 October 4, 1871. Two persons injured at Princeton. Thrown from a buggy.
 October 12, 1871. One person killed at T. W. W. Junction. Run over by train.
 October 21, 1871. One employee killed at LaPrairie. Jumped off train while running.
 November 20, 1871. One person injured at Galesburg. Standing in the way.
 November 27, 1871. One passenger killed at Ottawa. Fell between freight cars when walking over them.
 November 29, 1871. One employee injured at Aurora. Jumping from cars while running.
 January 8, 1872. One passenger injured at Montrose. Standing at stove when engine and extra car was connected.
 January 16, 1872. One person injured at Bushnell. Trying to get on moving train.
 January 26, 1872. One person injured at Chicago. Struck by engine.
 January 30, 1872. One passenger injured at Galva. Trying to get on moving train.
 January 31, 1872. One passenger injured at Kewanee. Trying to get on moving train.
 February 10, 1872. One person killed at Quincy. Train run over him.
 February 20, 1872. One person injured at Peoria. Trying to get on moving train.
 February 20, 1872. One employee injured at Meriden. Jumped from moving train.
 March 6, 1872. One passenger injured at Carthage Junction. Jumped from moving train.
 March 20, 1872. One person killed at Bushnell. Engine smashed wagon.
 March 22, 1872. One person injured at Sagetown. Jumping on moving train.
 April 30, 1872. One person injured at Riverside. Run over by engine.
 May 22, 1872. One passenger injured at Sandwich. Jumping from moving train.
 May 30, 1872. One person injured at Malden. Caught between cars.
 June 6, 1872. One person injured at Fort Madison. Fell into the river while drunk.
 June 21, 1872. One person injured at Chicago. Run over by coal car.
 June 25, 1872. One person injured at C. C. and I. C. crossing. Jumped from moving train.

BECAUSE OF CAUSES BEYOND THEIR OWN CONTROL.

July 26, 1871. One employee killed at Burlington. Crnshed while coupling cars.
 July 29, 1871. One employee killed at New Boston. Crushed while coupling cars.
 August 3, 1871. One employee injured at Chicago. Coupling cars.
 August 9, 1871. One employee killed at Buda. Fell between a broken train.
 August 28, 1871. One employee injured at Quincy. Hand smashed while coupling cars.
 September 6, 1871. One employee injured at Aurora. Crushed by oil car.
 September 9, 1871. One employee injured at Chicago. Climbing through train.
 September 13, 1871. Two persons injured at Anrora. Horse frightened by the steam.
 September 15, 1871. One employee killed at Millington. Coupling cars.
 September 16, 1871. One employee killed at Ballington. Fell between the cars.
 October 21, 1871. One employee injured at Wever. Coupling cars.
 October 30, 1871. One employee injured at C. C. and I. C. crossing. Coupling cars.
 November 8, 1871. One employee injured at Ft. Madison. Coupling cars.
 November 17, 1871. One employee injured at Earl. Unloading car.
 November 23, 1871. One person injured at Chicago. Bumper fell on his foot.
 November 27, 1871. One employee injured at Lunds. Slipped from running board, while examining engine.
 November 29, 1871. One employee killed at Riverside. Coupling cars.
 December 23, 1871. Two employees killed at Chicago. Train backing into switch engine, with the two men sitting in front.
 January 8, 1872. One employee injured at Buda. Fell off car.
 January 12, 1872. One employee injured at Chicago. Coupling cars.
 January 13, 1872. One employee injured at Milbrook. Way car run off track.
 January 22, 1872. One employee injured at Mendota. Coupling cars.
 January 25, 1872. One employee injured at Chicago. Fell on a car of iron.
 January 30, 1872. One employee injured at Earl. Fell from the train.
 January 30, 1872. One person injured at Yorkville. Whistle frightened horses.
 February 8, 1872. One employee injured at Chicago. Coupling cars.
 February 10, 1872. One employee injured at Batavia. Train backing.

February 12, 1872. Five passengers injured at Bristol. Engine and two cars jumped the track.
 February 19, 1872. One employee injured at Bardolph. Coupling cars.
 February 22, 1872. One employee killed at Bushnell. Fell between the cars.
 February 23, 1872. One employee injured at Kingston. Jumping between train and hand car.
 February 26, 1872. One employee injured at Wyandot. Main rod on engine broke and struck him.
 February 26, 1872. One employee injured at ———. Brake staff broke.
 March 5, 1872. One employee injured at Aurora. Coupling cars.
 March 5, 1872. One employee injured at Chicago. Collision.
 March 10, 1872. One employee killed at Colusa. Track being repaired and brake not holding.
 March 21, 1872. One employee killed at Galesburg. Uncoupling cars.
 March 22, 1872. One employee injured at Woodhull. Coupling cars.
 March 23, 1872. One employee injured at Kewanee. Knocked on the chin by telegraph post.
 March 29, 1872. One employee killed at Quincy. Struck by the engine.
 April 4, 1872. One person injured at Galva. Team frightened—threw him out.
 April 26, 1872. One employee killed at Buda. Coupling cars.
 May 10, 1872. Two passengers injured at LaPrairie. Collision.
 May 24, 1872. One employee killed at Bradford. Struck by lightning.
 May 25, 1872. One person injured at West Point. Fell between the cars.
 May 27, 1872. One employee killed at Aurora. Engine backing on siding to clear track for through train.
 June 17, 1872. One employee killed at Chicago. Coupling cars.
 June 20, 1872. One employee injured at Chicago. While working at some repairs.
 June 25, 1872. One employee injured at Chicago. Rail fell on his shoulder.
 June 26, 1872. One employee injured at Aurora. Coupling cars.

What running arrangements have you with other railroad companies, setting forth the contracts for same.

The Toledo, Wabash and Western Railway Company's trains run into Quincy from Camp Point, over the C. B. and Q.; distance, 21½ miles. And the Toledo, Peoria and Warsaw Railway Company's trains run into Burlington, from Iowa, over the C. B. and Q.; distance, 9½ miles.

Abstract of Contract with Toledo, Peoria and Warsaw R. R. Co., in full :

The T. P. and W. Ry. use, undivided, half of road from Junction, at Lomax, to east end of Burlington bridge, during three years, from July 20, 1871. Has advantage of all improvements, buildings, cattle guards, etc.—time cards and police regulations to be made by C. B. and Q. R. R., each party responsible for accidents to its own trains, according to customs of railway companies. T. P. and W. Ry. do no local business on C. B. and Q. road. C. B. and Q. fix rates of freight and fare between all competing points, and T. P. and W. not to cut below them in any way or manner.

Rates of fare between Burlington and Chicago, \$7.25; between Burlington and Quincy, \$2.90; between Burlington and Peoria, \$3.35.

Rates of freight between Burlington and Chicago, \$27; between Burlington and Bushnell, \$8; between Burlington and Canton, \$11; between Burlington and Peoria, \$14 per car load.

For classified freight, in quantities less than car load, between Burlington and Chicago, 23½ cents per 100 lbs.; between Burlington and Peoria, 15 cents per 100 lbs.; between Burlington and Canton, 11 cents per 100 lbs.; between Burlington and Bushnell, 10 cents per 100 lbs.

The C. B. and Q. R. R. may reduce these rates. T. P. and W. Ry. pays as rent for track used of C. B. and Q. R. R. ten per cent. upon one-half the appraised value of the road and appurtenances. As rent for use of Mississippi River Bridge, a sum of \$10,500 shall be raised from passenger and freight business; in addition to this sum, an amount shall be raised equal to cost of labor, repairs, renewals, taxes, and other necessary expenses to bridge and western approach, including for first five years \$20,000 per year, as contingent fund, to be used when occasion requires for maintenance of the bridge, the gross amount of which sum shall be paid by the two parties, according to the number of passengers and tons of freight each party shall transport over the bridge: *Provided*, that in case the sum to be paid by the T. P. and W. Ry. does not amount to \$25,000 in any one year, that company is to make up the deficiency. The T. P. and W. are to pay one-half the cost of all permanent improvements to railroad jointly occupied, accounts between the two parties settled monthly, all matters of difference settled by arbitration.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Give the termini, length and line of road, connections and other characteristics ?

Prophetstown to Mississippi opposite Clinton, Iowa, 19½ miles. Connects at East Clinton with Western Union Railroad.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES.

1. Right of way for 19½ miles.....	\$12,387 23
2. Grading and bridging	134,215 65
3. Masonry, included in bridging.....	
4. Ties.....	20,589 46
5. Rails, chairs and spikes	139,069 52
6. Rolling stock.....	None.
7. Salaries and wages (except No. 8).....	None.
8. Civil engineering.....	6,429 60
9. Fencing — miles	8,930 87
Total cost of construction to July 1, 1872.....	\$321,632 33
Average cost per mile.....	16,928 01

CAPITAL STOCK.

Capital stock subscribed.....	Have no means of finding out.
Capital stock paid in.....	\$18,652,910 50

DONATIONS.—None.

Address of Principal Contractors Chicago, Illinois.

Officers.	Address.
J. M. Walker, President.....	Chicago, Illinois.
A. T. Hall, Secretary	" "
Robt. Harris, General Sup't or Manager	" "

Principal offices at Chicago, Illinois.

State of Illinois, County of DuPage, ss.

J. M. Walker, of Chicago, Cook county, Illinois, President of the Chicago, Burlington and Quincy Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

J. M. WALKER, *President.*

Subscribed and sworn to before me this twenty-third day of September, A. D. 1872.

RANDOLPH R. ROGERS, *Notary Public.*

REPORT

OF THE

CHICAGO, DANVILLE & VINCENNES RAILROAD CO.,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.
W. D. Judson, President.....	New York.
J. S. Campbell, Secretary.....	Chicago.
Amos Sewney, Treasurer.....	New York.
Joseph E. Young, General Manager.....	Chicago.
Thomas J. Charlesworth, General Superintendent.....	"
C. B. Mansfield, General Ticket Agent.....	"
Chas. Greenwood, General Freight Agent.....	"
General Offices at Chicago, Illinois.	

Names of Directors.	Address.
W. D. Judson.....	New York.
Amos Sewney.....	"
James D. Fisk.....	"
Geo. Nebiker.....	Covington.
H. F. Merrill.....	Chicago.
Alvin Gilbert.....	Rossville.
Matt. Taylor.....	New York

DEBTS.

FUNDED DEBT.

First Mortgage Bonds, (Due bear interest at 7 per cent., which is payable in gold), amount.....	\$2,500,000
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COST AND VALUE OF ROAD AND EQUIPMENT.

Estimated Value.	Amount.
The estimated value of road bed, including iron, bridges and fencing.....	\$1,605,000
The estimated value of rolling stock and machinery.....	680,000
The estimated value of stations, other buildings and fixtures.....	14,000
The estimated value of other property, as follows: water, wood and coal stations.....	12,000
Total estimated value of road and equipment.....	\$2,311,000

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Length of single main track.....	102
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GAUGE.

What is the gauge of your lines?.....	4 feet 9 inches.
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SPEED OF TRAINS.—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains	20
The highest rate of speed allowed for mail and accommodation trains.....	20
The highest rates of speed allowed for freight trains.....	15

EQUIPMENT.

Number of Locomotives of more than 30 tons weight, exclusive of tender.....	8
Number of Locomotives of more than 20 tons weight, exclusive of tender.....	15
Number of Locomotives of more than 10 tons weight, exclusive of tender.....	1
Number of Passenger Cars.....	10
Number of Express and Baggage Cars.....	3
Number of Box Freight Cars.....	230
Number of other Cars, as follows.....	545

What railroads cross your road at grade in this State, and at what locality?

Indianapolis, B. and Western; L. B. and W.; S. P. and W.; J. cut off.

What regulations govern your employees in regard to these crossings?

Fireman goes ahead to see that everything is clear before trains pass.

FENCING.

How many miles of fencing have you on your road?	40 miles.
What was the average cost per rod?	\$1
The total cost of same?	\$12, 800

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

1872.	Transporta- tion of through passengers.	Transporta- tion of local passengers.	Total for transporta- tion of passengers.	Transporta- tion of through freight.	Transporta- tion of local freight.	Total for transporta- tion of freight.
January.....	\$218 35	\$5, 335 15	\$5, 553 50	\$14, 121 45	\$19, 729 13	\$33, 850 58
February.....	263 52	4, 863 20	5, 131 72	20, 716 20	15, 644 06	36, 360 26
March.....	505 20	6, 468 40	6, 873 60	20, 548 52	16, 827 96	37, 376 48
April.....	484 05	6, 054 22	6, 538 27	20, 374 90	20, 153 92	40, 528 82
May.....	681 98	5, 890 65	6, 572 63	20, 231 73	24, 328 47	44, 560 20
June.....	788 00	6, 850 25	7, 638 25	18, 158 30	23, 525 75	41, 684 05
Total.....	\$2, 941 10	\$35, 366 87	\$38, 307 97	\$114, 151 10	\$120, 209 29	\$234, 360 39

Total passenger tariff earnings for six months..... \$38, 307 97

Total freight tariff earnings for six months..... 234, 360 39

Total tariff earnings..... \$272, 668 36

MONTHLY EARNINGS FROM ALL OTHER SOURCES RESPECTIVELY.

1872.	January.	February.	March.	April.	May.	June.
Express.....	\$1, 066 66	\$1, 066 66	\$1, 066 66	\$1, 066 66	\$1, 066 66	\$1, 066 66
Mail.....	710 00	710 00	710 00	710 00	710 00	710 00
Miscellaneous.....	378 00	683 50	970 64	703 07	584 45	822 36
Total.....	\$2, 154 66	\$2, 460 16	\$2, 747 30	\$2, 479 73	\$2, 361 11	\$2, 599 02

Total tariff earnings for six months, ending June 30th, 1872..... \$272, 668 36

Total earnings from other sources..... 14, 801 98

Total..... \$287, 470 34

EXPENSES FOR SIX MONTHS, ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger trains.....	\$10,543 18
For running and management of freight and mixed trains.....	43,022 15
For motive power and cars.....	50,016 17
For maintenance of way, including repairs and renewals of iron and bridges, station houses, buildings and fixtures, and other expenses for maintenance of way.....	13,809 50
For mileage for borrowed cars, at $1\frac{1}{2}$ cents per mile.....	4,148 19
For all other operating expenses, respectively.....	20,898 92
For maintenance of cars.....	16,606 29
Total operating expenses.....	\$163,544 40

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles. No fares less than 25 cents.....	
Highest rate per mile for distances from ten to fifty miles.....	4½c.
Highest rate per mile for distances from fifty to one hundred miles.....	4½c.
Highest rate per mile for full length of line in Illinois.....	4c.
Average rate per mile for through passengers during year.....	4c.
Average rate per mile for local passengers during year.....	4½c.

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance (for 5 miles).....	14	11	9	7	None.
Highest rate per mile per 100 lbs. for 5 to 20 miles.....	20	16	14	11	7
Highest rate per mile per 100 lbs. for 20 to 50 miles.....	38	32	27	21	10
Highest rate per mile per 100 lbs. for 50 to 100 miles.....	60	53	44	35	15
Highest rate per mile per 100 lbs. for whole length of line in Illinois.....	50	43	35	28	18

Average rate per mile per 100 lbs. for through freight.....	$\frac{3}{4}$ mills.
Average rate per mile per 100 lbs. for local freight.....	2 3-35 mills.
Total.....	118,754½ tons.

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals and flour.....	54,066,899 lbs.
Iron ore, 1,394,511; Brick, 9,923,770.....	11,318,281 "
Manufactures.....	4,047,688 "
Animals.....	7,455,020 "
Lumber and forest products.....	28,381,227 "
Coal.....	123,124,716 "
Merchandise and other articles.....	9,116,620 "

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

American Merchants' Union Express Company. \$1,066 66 per month.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

None.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Woodruff. \$2.00 per berth.

U. S. MAIL.

What is the compensation paid by the U. Government for the transportation of its mails, and on what terms of service?

Contract not closed.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Date of the original charter of the road and that of any road consolidated with it?—A. Winter of 1865-66.

Date when the whole road was put in operation and termini?—A. January 1st, 1872.

GENERAL REMARKS.

This road was opened on the first of January last, in consequence of which our accounts have not been up. In another year, a report of this kind can be answered more fully.

The books showing the cost of construction and equipment are kept in New York.

State of Illinois, County of Cook, ss.,

Joseph E. Young, General Manager, and J. S. Campbell, Secretary of the Chicago, Danville and Vincennes Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

JOSEPH E. YOUNG,

J. S. CAMPBELL,

Secretary

Subscribed and sworn to before me this 19th day of December, A. D., 1872.

{SEAL.}

W. S. MILLIGAN, *Notary Public,*

R E P O R T

OF THE

CHICAGO AND IOWA RAILROAD COMPANY,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
F. E. Hinckley, President	Chicago, Illinois	\$5,000 00
James V. Gale, First Vice-President	Oregon, "	
W. H. Holcomb, Secretary	Rochelle, "	
F. E. Hinckley, Treasurer	Chicago, "	
F. E. Hinckley, General Manager	" "	5,000 00
C. B. Hinckley, General Superintendent	Rochelle, "	2,500 00
John E. Blunt, Chief Engineer	Chicago, "	3,000 00
A. Pickard, General Ticket Agent	" "	1,200 00
W. H. Holcomb, General Freight Agent	Rochelle, "	1,500 00
General offices at 504 Michigan Avenue, Chicago.		

Names of Directors.	Address.
F. E. Hinckley	Chicago, Ills.
John V. Gale	Oregon, " "
E. S. Potter	" " "
F. G. Petrie	" " "
P. B. Shumway	Chicago, " "
Appointed by the Governor:	
D. B. Waterman	Aurora, " "
Norman Beckley	Sycamore, " "

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Stock ledger burned October 9, 1871.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Same as above.

DEBTS.

FUNDED DEBT.

First Mortgage Bonds, due Jan. 1, 1901, bear interest at eight per cent., which is payable in New York, amount	\$1,750,000 00
Total Funded Debt	\$1,750,000 00

FLOATING DEBT.

The amount of debt not secured by mortgage, about	100,000 00
Total funded and floating debt	\$1,850,000 00

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of road bed, including iron, bridges and fencing.....	\$2,000,000 00
The estimated value of rolling stock and machinery.	263,000 00
The estimated value of stations, other buildings and fixtures.....	20,000 00
Total estimated value of road and equipment.....	\$2,283,000 00

COST OF CONSTRUCTION AND EQUIPMENT.

Construction books burned Oct. 9, 1871.

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track	80
Branches: None.	
Total	80
Side Tracks:	
Aggregate length of sidings and other track not above enumerated.....	8
Total length of track	88

GAUGE.

What is the gauge of your lines?4 feet 8½ inches.

MILEAGE.

Record incomplete.

SPEED OF TRAINS.

See Time Card herewith inclosed.

EQUIPMENT.

Number of Locomotives of more than 40 tons weight, exclusive of tender—none.....	
“ “ “ 30 “ “ “ “	
“ “ “ 20 “ “ “ “	12
“ “ “ 10 “ “ “ “	3
“ Passenger Cars	6
“ Express and Baggage Cars	2
“ other Cars, as follows:	1
“ Caboose.....	6

BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Rock River	Howe Truss ...	Wood.....	960	October, 1871

Wooden Bridges, number of.....	One.....	Aggregate length	960 feet.
Stone “ “	None		
Iron “ “	None		
Wooden Trestles “		Aggregate length	About 1,000 feet.

What railroads cross your road at grade in this State, and at what locality?

Chicago and Northwestern R. R., at Sec. 23, Town 40, Range 1 east 2d P. M.

What regulations govern your employees in regard to these crossings?

See Rule 63, Time Card.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

Track all iron—shall renew with steel.

FENCING.

How many miles of fencing have you on your road?.....	100 miles.
What was the average cost per rod?	\$1.00
The total cost of same?.....	\$32,000 00
What is the average cost per mile per year for repairing same? Not been in operation long enough to tell.	
How many miles of hedge have you on your road?.....	None.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles?

Fifteen in Kane county, fifteen in DeKalb county, five in Lee county, twenty-five in Ogle county aggregate amount, sixty miles.

Explanations of above, and suggestions upon the subject of fencing:

A good board fence is the best.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Date.	Transporta- tion of thro' passengers.	Transporta- tion of local passengers.	Total for transporta- tion of pas- sengers.	Transporta- tion of thro' freight.	Transporta- tion of local freight.	Total for transporta- tion of freight.
*July, 1871.....						
*August, ".....						
*September, ".....						
October, ".....	\$50 75	\$1, 157 05	\$1, 207 80	\$4, 438 11	\$202 20	\$4, 640 31
November, ".....	243 78	1, 110 50	1, 354 28	4, 907 33	163 86	5, 071 19
December, ".....	210 52	1, 305 60	1, 516 12	5, 777 19	247 61	6, 024 80
January, 1872.....	112 93	1, 207 72	1, 320 65	6, 415 02	229 47	6, 644 49
February, ".....	187 64	1, 473 18	1, 660 82	5, 656 57	477 93	6, 134 50
March, ".....	231 48	1, 672 68	1, 904 16	4, 049 87	516 90	4, 566 77
April, ".....	193 05	1, 756 20	1, 949 25	3, 385 74	582 63	3, 968 37
May, ".....	121 58	1, 748 18	1, 869 76	7, 851 60	644 42	8, 496 02
June, ".....	143 15	2, 266 64	2, 409 79	10, 816 29	467 56	11, 283 85
Total.....	\$1, 494 88	\$13, 697 75	\$15, 192 63	\$53, 297 72	\$3, 532 58	\$56, 830 30

Total passenger tariff earnings for year.....\$15, 192 63

Total freight earnings for year.....56, 830 30

Total tariff earnings for year.....\$72, 022 93

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	Oct.	Nov.	Dec.	Jan.	Feb.	March.	April.	May.	June.
Express.....									
Total.....	\$73 40	\$121 05	\$181 11	\$156 72	\$120 68	\$179 95	\$165 10	\$126 54	\$114 87

Total tariff earnings for year ending June 30, 1872.....\$72, 022 93

Total earnings from other sources, June 30, 1872.....1, 239 42

Total.....\$73, 262 35

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

Have not been in operation long enough to show any satisfactory result.

GENERAL EXPENSES.

Interest on floating debt.....\$15, 000 00

Interest on bonded debt.....140, 000 00

TARIFFS.

PASSENGER AND FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

Tariff inclosed.

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Do not keep tonnage account.

GENERAL BALANCE SHEET, JULY 1, 1872.

Have not been in operation long enough to show a yearly balance.

* We have no record prior to October 9, 1871.

STATE AND LOCAL AID.

Subscriber.	Character of subscription.	When issued to your Co.	Amount.	Principal payable.	Rate of interest.	Interest payable.
Town of Aurora.....	Subscribed...	Oct., 1871.	\$100,000	Ten years..	10 per cent. ..	July 1.....
Alto, Lee county.....	Donated.....	.....	25,000	" ".....	10 " ".....	July.....
Oregon.....	Donation.....	.....	10,000	" ".....	10 " ".....	.....
Nashua.....	" ".....	.....	40,000	" ".....	7 " ".....	.....
Pine Rock.....	" ".....	.....	5,000	" ".....	7 " ".....	.....
			10,000	" ".....	7 " ".....	.....

Amount of State Aid.....	None.
" County Subscription.....	None.
" Township Subscription.....	\$190,000 00
" Town and City Subscription.....	190,000 00
Total aid.....	\$380,000 00

EXPRESS COMPANIES.

What express companies run on your road, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

American Merchants' Union. Take them at the car door and charge double first-class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

All cars are treated the same. This company does not own any freight cars or any interest in any line.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Pullman Palace Cars running without contract. They make their own arrangement for sleeping berths.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Chicago and Iowa; charter March 30, 1869. Ogle and Carroll County Railroad Company; charter dated February 18, 1857.

Q. Names of original companies and of consolidated companies?—A. Ogle and Carroll County Railroad Company. Chicago and Iowa Railroad Company.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. February 24, 1859, March 30, 1869, April 27, 1869.

Q. Dates of original organization of the companies now represented?—A. 24th day of January, 1860. May 1, 1869.

Q. Dates of consolidation of various companies?—A. June 1, 1870.

Q. Amount, number and date of original mortgages?—A. \$1,750,000, July 1, 1871.

Q. Date of the foreclosure and sale under which the road is now held?—A. None.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. Never made any.

Q. Date when construction was commenced?—A. April, 1868.

Q. Date when each division was put in operation and length and termini of each?—A. Aurora to Rochelle, January 1, 1871. Rochelle to Oregon, April 1, 1871. Oregon to Forrester, October 1, 1871. Aurora to Forrester, 1871.

Q. Date when the whole road was put in operation and termini?—A. January 1, 1872.

Q. Date of construction, name, length and termini of each branch line?—A. None.

Q. Roads operated under lease; length and termini, also term of lease?—A. None.

Q. Gross earnings for each year on all lines operated?——A. Had not run a year.

Q. Accidents to persons?——A. No accidents.

Q. What running arrangements have you with other railroad companies, setting forth the contracts for same?——A. Mutual interchange of business with the C., B. and Q. R. R., at Aurora, for Chicago, and with the Illinois Central, at Forreston, for Dubuque and Iowa.

State of Illinois, County of Cook, ss.:

J. E. Hinckley, President, and A. Pickard, Assistant Secretary of the Chicago and Iowa Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

F. E. HINCKLEY,
A. PICKARD.

Subscribed and sworn to before me this fourteenth day of December, A. D. 1872.

[SEAL.]

CHARLES O. HAWTHORNE,
Notary Public.

REPORT

OF THE

CHICAGO AND NORTHWESTERN RAILROAD COMPANY.

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
John F. Tracy, President.....	Chicago, Ill.....	\$15,000
M. L. Sikes, jr., First Vice President.....	New York.....	10,000
A. L. Pritchard, Secretary.....	".....	5,000
A. L. Pritchard, Treasurer.....	".....	
James H. Howe, General Manager.....	Chicago, Ill.....	10,000
Marvin Haghitt, General Superintendent.....	".....	8,000
E. H. Johnson, Chief Engineer.....	".....	6,000
H. P. Stanwood, General Ticket Agent.....	".....	2,750
C. C. Wheeler, General Freight Agent.....	".....	4,000
		\$60,750

General offices at Chicago, Illinois.

CAPITAL STOCK.

The books and records of this company were destroyed by fire October 9, 1871. It is impossible to give the information asked for in this interrogatory.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

For the reason above assigned, we cannot give an answer to this interrogatory.

The total amount of the stock authorized by the charters of the roads which have been consolidated in this State, and from the Chicago and Northwestern Railway Company, is believed by us to have been subscribed and paid in, but because the stock books of those companies were entirely destroyed by the fire, it is impossible for us to give a definite answer to the question.

THE PRESENT OWNERS OF STOCK. (JULY 1, 1872.)

The law requires that a report be made of "the present owners of the stock, their residence, and the amount owned by them respectively," which the companies will cause to be made up and forwarded with this blank.

This Report cannot be made without manifest and serious injury to the company. We are advised by counsel that it cannot legally be required, and respectfully decline to make the report. The stock of this company is being constantly bought and sold in New York, and no list can be given which would be either accurate or permanent.

DEBTS.

Preferred sinking fund bonds of Chicago and Northwestern Railway Co.	\$1,245,500 00	
Appleton Extension bonds " " " "	148,000 00	
Green Bay " " " "	289,000 00	
Funded coupon bonds " " " "	755,000 00	
General first mortgage bonds " " " "	3,588,000 00	
First mortgage bonds of Galena and Chicago Union Railroad Co.	1,785,000 00	
Second " " " "	948,000 00	
Six per cent. bonds of Galena and Chicago Union Railroad Co., issued for purchase of Elgin and State Line Railroad Co.	135,000 00	
Mississippi river bridge bonds of G. and C. N. R. R. Co.	200,000 00	
Seven per cent. equipment bonds of C. and N. W. Railroad Co.	101,000 00	
Consolidated sinking fund " "	2,686,000 00	
First mortgage bonds of Peninsular Railroad Co., of Michigan	695,000 00	
		\$12,575,500 00
First mortgage bonds of Chicago and Milwaukee Railroad Co.	\$397,000 00	
Second " " Milwaukee and Chicago Railroad Co.	182,000 00	
Third " " " " " "	10,000 00	
First " " Chicago and Milwaukee Railway Co.	1,135,000 00	
First " " Beloit and Madison Railroad Co.	224,000 00	
		2,048,500 00
Madison extension sinking fund, gold bonds.	\$3,150,000 00	
Menominee " " " "	2,700,000 00	
		5,850,0000 00
Total funded debt.		\$20,474,000 00

FLOATING DEBT.

The amount of debt not secured by mortgage.	Nothing.
Total amount of paid up stock and debt.	\$35,878,643 82

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of road bed, including iron, bridges and fencing;

The estimated value of rolling stock and machinery;

The estimated value of stations, other buildings and fixtures;

The estimated value of other property?

We have no estimate of the values asked for in this blank, nor could any reliable estimate be made, except at great expense and several months time of the chief engineer.

COST OF CONSTRUCTION AND EQUIPMENT.

Total cost of construction and equipment.	\$56,646,922 34
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Owing to the destruction of our books and papers by the fire, this question cannot be answered more in detail.

The cost of road and equipment per mile, (..... miles?)

For the reason above given, this question cannot be answered more in detail.

CHARACTERISTICS OF ROADS.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track in Illinois.	485
Total	485

BRANCHES.

We have no branches in Illinois.

GAUGE.

What is the gauge of your lines? 4 feet 8½ inches.

MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872.....	1,976,663
“ “ freight “ “ “	2,826,768
“ “ construction and all other trains during the year ending June 30, '72. 1,544,616	
Total mileage.....	6,348,047

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains.....	35
Schedule rate of same, including stops.....	26.15
The highest rate of speed allowed for mail and accommodation trains.....	
Schedule rate of same, including stops.....	24.30
The highest rate of speed allowed for freight trains.....	15
Schedule rate of same, including stops.....	11

The highest rate on express trains is only allowed for delayed trains upon smooth clear track, and under the same circumstances the same limit is applied to mail and accommodation trains.

EQUIPMENT.

Number of locomotives of more than 30 tons weight, exclusive of tender.....	95
“ “ 20 “ “	139
“ “ 10 “ “	35
Number of passenger cars.....	123
“ express and baggage cars.....	76
“ box freight cars.....	3,530
Number of other cars, as follows:	
Second class.....	27
Caboose and way cars.....	123
Flat cars.....	960
Stock cars.....	337
Business and pay cars.....	4
Boarding cars.....	7
Dump cars.....	25
Pile driver, wrecking and derrick cars.....	10
Ore cars.....	1,121

The above equipment is for the entire line in 5 States, of which 32-100 is in the State of Illinois. No definite proportion of the equipment is used exclusively in this State, and we have no means of giving the proportion of the equipment used in this State, except by pro-rating it as above.

BRIDGES AND TRETTLES.

Annexed is a list and description of bridges in this State:

Bridges and culverts on the Milwaukee Division, in Illinois.....	38
Bridges on the Wisconsin Division, in Illinois.....	18
“ Madison and Kenosha Division, in Illinois.....	76
Bridges of all kinds on the Galena Division, in Illinois.....	319

A full description, with location, is given in the annexed list.

What railroads cross your road at grade in this State, and at what locality?

Chicago and Iowa Railroad, at Rochelle, Galena Division.

Western Union Railroad, at Fulton Junction, Galena Division.

“ “ Freeport, Galena Division.

“ “ Beloit, Madison Division.

Chicago and Pacific Railroad, in Chicago, Wisconsin and Milwaukee Division.

Wisconsin Division elevator track crosses Galena Division main track, in Chicago.

Chicago, Burlington and Quincy, two elevator tracks, cross Galena Division main track, near 16th Street, Chicago.

Pittsburg, Ft. Wayne and Chicago Railway, and Chicago and St. Louis double track, crosses on main track, in Chicago.

Elevator track crosses double main track of Pittsburg, Ft. Wayne and Chicago Railway, and Chicago, Alton and St. Louis Railway.

Dock track crosses double main track of Pittsburg, Ft. Wayne and Chicago Railway, and Chicago, Alton and St. Louis Railway.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety?

Our employees are directed to bring their trains to a full stop before crossing the track of another company.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value, as used on your road?

Galena Division.....	20 $\frac{1}{2}$ miles steel rail.
Wisconsin Division.....	4 $\frac{1}{2}$ " "
Total.....	24 $\frac{3}{4}$

It is impossible to answer what is the relative durability of steel and iron rails. We have not yet sufficiently tested the steel rails. All kinds of steel rails have not the same durability.

FENCING.

How many miles of fencing have you on your road?.....	All fenced—485 miles.
What was the average cost per rod?.....	\$1 25
The total cost of same?.....	\$194,000 00
What is the average cost per mile per year for repairing same?.....	25
How many miles of hedge have you on your road?.....	None.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles?

Our road is entirely fenced in this State.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Month.	Total for transportation of passengers.	Total for transportation of freight.
1871. July.....	\$280,971 10	\$525,590 86
August.....	289,719 27	763,089 51
September.....	322,951 18	915,673 02
October.....	343,452 65	658,201 44
November.....	286,318 54	677,318 36
December.....	230,159 77	562,713 86
1872. January.....	211,932 69	513,441 59
February.....	190,550 06	484,433 63
March.....	260,102 14	537,708 90
April.....	299,701 18	547,897 29
May.....	293,032 98	679,445 94
June.....	295,587 85	716,430 51
Total.....	\$3,301,479 41	\$7,581,945 11

Total passenger tariff earnings for year.....\$3,301,479 41

Total freight tariff earnings for year.....7,581,945 11

Total tariff earnings for year.....\$10,883,424 52

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July.	August.	Septem'r.	October.	Novem'r.	Decem'r.	January.	February.	March.	April.	May.	June.	Total.
Express earnings.....	\$18,977 40	\$19,707 30	\$18,977 40	\$19,330 23	\$19,810 29	\$20,971 91	\$19,707 30	\$18,247 50	\$19,977 40	\$19,029 91	\$19,780 12	\$18,668 73	\$232,175 49
Mail.....	15,532 59	15,532 59	15,740 93	15,740 93	15,740 91	16,238 70	13,885 91	13,885 91	13,885 91	25,816 46	25,328 83	15,885 99	209,215 66
Miscellaneous.....	10,774 50	11,289 11	8,231 63	10,602 83	7,047 24	22,338 28	13,888 91	5,004 78	13,719 61	7,930 75	57,191 43	26,886 78	194,905 85
Total.....	\$45,284 49	\$46,529 00	\$42,949 96	\$45,663 90	\$42,598 44	\$59,548 80	\$49,482 12	\$39,138 19	\$48,582 92	\$52,777 12	\$102,300 38	\$61,441 50	\$636,297 00

Total tariff earnings for the year ending June 30, 1872.....

\$10,883,424 52

Total earnings from other sources.....

636,297 00

Total.....

\$11,519,721 52

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

Repairs of engines and tenders.....	\$545,026 14
“ cars.....	674,605 96
“ buildings.....	115,456 27
“ fences, gates and crossings.....	82,823 13
“ bridges and culverts.....	146,875 14
“ track.....	1,380,551 87
Tools and machinery.....	96,043 47
Fuel used by locomotives.....	684,325 34
Fuel and lights used in cars and at stations.....	122,174 69
Oil and waste used.....	87,722 42
Office and station furniture and expenses.....	58,726 89
Furniture and fixtures for cars.....	12,456 06
Foreign agents.....	38,456 95
Advertising.....	11,743 64
Stationery, printed blanks, tickets, etc.....	68,690 72
Engineers, firemen and wipers.....	542,545 01
Conductors, baggagemen and brakemen.....	353,226 68
Laborers and switchmen.....	640,546 34
Agents and clerks at stations.....	466,231 33
Superintendence.....	93,803 66
Rents.....	22,976 76
Loss and damage.....	82,696 65
Injury to persons.....	44,350 00
Teaming freight, baggage and mails.....	9,142 76
Miscellaneous expenses.....	49,266 56
Total operating expenses.....	\$6,430,464 44
Add for State, town and revenue taxes.....	230,394 76
Add losses, expenses and renewal, account—Chicago fire.....	116,672 68
Total.....	\$6,777,531 88
Gross earnings.....	\$11,519,721 52
Difference.....	\$4,742,189 64

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same.....	\$2,568,984 38
For lease or privilege of other roads.....	865,379 27
Construction account for the year.....	4,071,039 99
Additional equipment during year.....	254,281 65
Total additional expenses.....	\$7,759,685 29

FUEL CONSUMED.

Cords of wood consumed.....	91,281¼
Tons of coal consumed.....	120,255

TARIFFS.

PASSENGER TARIFF FOR THE YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	4 cents.
“ “ distances from ten to fifty miles.....	4 “
“ “ distances from fifty to one hundred miles.....	4 “
“ “ full length of line in Illinois.....	4 “
Average rate per mile for through passengers during year.....	3.28

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4e	Grain.
Highest rate per 100 lbs. for shortest distance.....	9c.	8c.	7c.	6c.	7c.
Highest rate per 100 lbs. for 5 miles...	2 2-5	2	1 3-5	1 3-5	1 2-5
Highest rate per mile per 100 lbs. for 10 miles.....	1 1-2	1 3-10	1 1-10	1 1-10	0 8-10
Highest rate per mile per 100 lbs. for 20 miles.....	1 1-20	17-20	14-20	14-20	0 10-20
Highest rate per mile per 100 lbs. for 30 miles.....	25-30	20-30	16-30	16-30	0 12-30
Highest rate per mile per 100 lbs. for 75 miles.....	48-75	40-75	33-75	33-75	0 22-75
Highest rate per mile per 100 lbs. for 100 miles.....	55-100	40-100	39-100	39-100	0 27-100

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

From the destruction of our books and papers by the great fire, it is impossible to answer this question.

GENERAL BALANCE SHEET, JULY 1, 1872.

Assets.		Liabilities.	
Cost of road and equipment.....	\$56,646,922 34	Capital stock.....	\$35,878,643 82
Material on hand.....	885,049 09	Funded debt.....	20,474,000 00
Amount of securities on hand over and above amount of float- ing debt.....	643,996 20	Income account.....	1,823,323 31
	\$58,175,967 63		\$58,175,967 63

STATE AND LOCAL AID.

The present officers of this road have been informed that the Galena and Chicago Union Railroad Company received local aid in the construction of its road, from cities, counties and towns on its line, but they have no personal knowledge of the facts, and owing to the destruction of the books and papers of this company by the fire of October 9, 1871, it is impossible for them to answer the foregoing question.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

American Merchants' Union Express Company:

Chicago to Fort Howard,	\$154 per day.	Limit of freight per day, 14,000 pounds.
Kenosha to Rockford,	5 "	" " 1,000 "
Chicago to Freeport,	140 "	" " 14,000 "
Junction to Richmond,	5 "	" " 1,000 "
Chicago to Missouri River,	275 "	" " 10,000 "
Caledonia to Madison,	1250 "	" " 2,000 "

United States Express Company:

Chicago to Milwaukee, \$133.33 per day. Limit of freight per day, 30,000 pounds.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc. Do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular? None.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Sleeping cars are run. They are hauled in consideration of their use, supplying the place of other cars. The railway company make no charge in addition to regular passenger rates, charges for berths being collected by the Pullman Palace Car Company, that company being the owners of the sleeping cars.

UNITED STATES MAIL.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service?

Location.	Number of route.	Miles.	Rate.	Amount per annum.
Chicago to Green Bay.....	13, 001	245	\$175	\$42, 875
Kenosha to Rockford.....	13, 002	73 6-10	60	4, 416
Chicago to Freeport.....	11, 402	121	150	18, 150
Elgin to Geneva Lake.....	11, 408	44	50	2, 200
Chicago to Missouri River.....	11, 403	490	200	98, 000
Caledonia to Madison.....	13, 013	60 75-100	100	6, 075
Madison to Barraboo.....	13, 013	36 9-10	100	3, 690
Chicago to Milwaukee.....	11, 401	87	175	15, 225

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Date of the original charter of the road and that of any road consolidated with it? Names of original companies and of consolidated companies? Dates of all amendments to charters of original roads and to consolidated roads? Dates of original organization of the companies now represented? Dates of consolidation of various companies? Amount, number and date of original mortgages? Date of the foreclosure and sale under which the road is now held?

Illinois and Wisconsin Railroad Company, organized December 30, 1851, under act of the legislature of Illinois, of February 12, 1857; extends from Chicago north to Wisconsin State line; consolidated March 30, 1855, with the Rock River Valley Union Railroad Company, (of Wisconsin) formerly the Chicago, St. Paul and Fond du Lac Railroad Company. This company, during its existence, (retaining its corporate name) received by consolidations the following named companies, to-wit: 1. Wisconsin Superior Railroad Company, (of Wisconsin) consolidated March 5, 1857. 2. Marquette State Line Railroad Company, (of Michigan) consolidated March 21, 1857. 3. Ontonogan and State Line Railroad Company, (of Michigan) consolidated March 27, 1857.

The Chicago, St. Paul and Fond du Lac Railroad Company was reorganized under the act of the legislature of Illinois, February 19, 1859, and the act of the legislature of Wisconsin, of March 14, 1859, and was incorporated June 6, 1859, by the name of the Chicago and Northwestern Railway Company, under which name it still exists, and has, since its incorporation, received by consolidations the following named companies, to-wit: 1. Dixon, Rockford and Kenosha Railroad Company, (of Illinois and Wisconsin) organized January 16, 1864; consolidated January 19, 1864.

NOTE—The last named company was formed by consolidations of the "Kenosha and State Line Railroad Company," and the "Dixon, Rockford and State Line Railroad Company."

2. Galena and Chicago Union Railroad Company, (of Illinois) incorporated January 16, 1836; amended March 4, 1837; amended February 24, 1847; consolidated June 2, 1864.

- NOTES—1. The Mississippi and Rock River Junction Railroad Company, incorporated February 13, 1851; amended February 28, 1854; was consolidated with the G. and C. N. R. R. Co. January 9, 1855, and confirmed by act of February 15, 1855.
2. The Elgin and State Line Railroad Company, incorporated February 12, 1859, (originally called the "Fox River Valley Railroad Company," incorporated June 18, 1852,) was leased to the G. and C. N. R. R. Co. November 11, 1858.
3. The Chicago, St. Charles and Mississippi Air Line Railroad Company, incorporated January 31, 1849, as the St. Charles Branch Railroad Company; charter amended and name changed January 3, 1853, was also leased to the G. and C. N. R. R. Co. before the consolidation.
4. Peninsular Railroad Company, (of Michigan) incorporated February 12, 1855; consolidated October 21, 1864.
5. Beloit and Madison Railroad Company, (of Wisconsin) organized September, 1862; consolidated March, 1871.
6. Baraboo Air Line Railroad Company, (of Wisconsin) incorporated March 8, 1870; amended February 2, 1871; consolidated March 10, 1871.

ACCIDENTS TO PERSONS.

Owing to the burning up of the books and papers, no answer can be given to the foregoing interrogatory, the records thereof being all destroyed in the fire.

Q. What running arrangements have you with other railroad companies, setting forth the contracts for same?

A. By contract with the Chicago and Great Western Railway Company, made December, A. D. 1864, to continue in force 20 years. That company have the right to use the tracks of this company within the limits of the city of Chicago, for which it pays to this company four cents (4c) per mile for each passenger, and three cents per ton for freight transported over this road.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Q. Give the termini, length and line of road, connections and other characteristics?

A. We have no roads or branches in process of construction in this State, except a branch from Geneva to Batavia, in Kane county, about three miles in length. The construction of this branch has not yet proceeded far enough to enable any detailed report.

State of Illinois, County of Cook, ss.

Marvin Hughitt, General Superintendent, and J. B. Redfield, Assistant Secretary of the Chicago and Northwestern Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

MARVIN HUGHITT,

J. B. REDFIELD.

Subscribed and sworn to before me this fifth day of November, A. D. 1872.

GEORGE WILLARD, Notary Public.

REPORT

OF THE

CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD CO.,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.
John T. Tracy, President.....	Chicago.
H. Riddle, First Vice President.....	Chicago.
T. H. Tows, Secretary and Treasurer.....	New York City.
Hugh Riddle General Superintendent.....	Chicago.
E. St. John, General Ticket Agent.....	Chicago.
Lewis Viele, General Freight Agent.....	Chicago.

Names of Directors.	Address.
David Dows.....	New York City
T. H. Tows.....	"
A. U. Dulman.....	"
Chas. R. Marvin.....	"
H. Kennedy.....	"
Robert A. Forsythe.....	Newburgh, N. Y.
Milton Constrict.....	Erie, Pa.
Wm. L. Scott.....	"
John T. Tracy.....	Chicago.
Hugh Riddle.....	"
H. H. Porter.....	"
Geo. L. Davenport.....	Davenport, Iowa.
B. F. Allen.....	Des Moines, Iowa.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

There was no stock subscribers upon the books of the present Company, but the stock was issued to take up the stock of the companies consolidated to form the present company. This stock represents the line through the State of Iowa as well as Illinois: The road being situated in both States, and the cost of construction, equipment &c., stated below, is for the entire line.

AMOUNT OF STOCK PAID IN, AND BY WHOM.

Total stock issued by the consolidated company to take up the stock of Chicago and Rock Island Railroad Company and the Chicago, Rock Island and Pacific Railroad Company, of Iowa, \$18,999,200.

DEBTS.

FUNDED DEBT.

First Mortgage Bonds, (due —, bear interest at 7 per cent., which is payable—) amount..	\$8, 702, 000
Total Funded Debt.....	\$8, 702, 000

FLOATING DEBT.

The amount of debt not secured by Mortgage.....	\$70, 672 92
Total funding and floating debt.....	\$8, 772, 672 92

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

Includes Iowa Division.

Total estimated value of road and equipment.....	\$28,761,315 65
--	-----------------

COST OF CONSTRUCTION AND EQUIPMENT.

Have no means of ascertaining what the portion in Illinois cost.

Total cost of construction and equipment.....	\$28, 761, 315 65
---	-------------------

The cost of road and equipment per mile, (..... miles.) This cannot be ascertained without including the length of the line in the State of Iowa.

CHARACTERISTICS OF ROAD.

LENGTH OF LINE IN ILLINOIS.—MILES.

Maine Line.	
Length of single main track.....	181½ miles
Length of double main track.....	21 "
Branches.	
Peoria Branch—Single track.....	46½ "
Total.....	248½

Side Tracks:

Aggregate length of sidings and other track not above enumerated.....	52½ miles
Total length of track.....	301½

GAUGE.

What is the gauge of your lines?.....	4 feet, 8½ inches.
---------------------------------------	--------------------

MILEAGE IN ILLINOIS.

Number of miles run by passenger trains during the year ending June 30th, 1872.....	488, 709
Number of miles run by freight trains during the year ending June 30th, 1872.....	1, 575, 750
Number of miles run by construction and all other trains during the year ending June 30, '72.....	70, 795
Total mileage.....	2, 135, 254

SPEED OF TRAINS.

See Time Card herewith inclosed.

EQUIPMENT—APPLICABLE TO WHOLE LINE.

Number of Locomotives of more than 40 tons weight, exclusive of tender.....	None
" " " 30 " " ".....	136
" " " 20 " " ".....	46
" " " 10 " " ".....	None
Total Locomotives, (all coal burners,).....	182
Number of other Cars, as follows:	
Sleeping Coaches.....	9
Day Coaches.....	51
Baggage and Passenger Coaches, (combined,).....	6
Railway Post Office Cars.....	5
Baggage, Mail and Express Cars.....	51
Paymaster's Car.....	1
Total Passenger Cars.....	93
Box and Freight Cars.....	2, 358
Stock Freight Cars.....	404
Flat Cars.....	830
Caboose and Drivers' Cars.....	66
Pile Driving Cars.....	2
Wreck Cars.....	1
Dumping Gravel Cars.....	40
Total Freight and Construction Cars.....	3, 701
Total Cars.....	3, 794

BRIDGES AND TRETTLES.

Reference is made to Report of engineer herewith submitted: All books, maps and records belonging to our engineer's office was destroyed by fire Oct. 9th, 1871. This has been made from inspection of road and best information obtainable.

What railroads cross your road at grade in this State, and at what locality?

Chicago, Burlington and Quincy Railroad, in city of Chicago.

Pittsburgh, Cincinnati and St. Louis Railroad, at section 17, town 37, range 14.

Pittsburgh, Fort Wayne and Chicago Railroad, at section 21, town 38, range 24.

Chicago and Alton Railroad, at city of Joliet.

Fox River Valley Railroad, town of Ottawa.

Rockford, Rock Island and St. Louis Railroad, at section 11, town 17, at Rock Island.

What regulations govern your employees in regard to these crossings?

All trains are required to come to a full stop.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety?

The various railroad crossings are so differently situated that I am unable to answer the foregoing question satisfactorily to myself.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

About seventy miles of steel rails laid. Cannot speak as to its durability, as none have worn out.

FENCING.

How many miles of fencing have you on your road.....	426 miles.
What was the average cost per rod?.....	Cannot tell.
The total cost of same?.....	"
What is the average cost per mile per year for repairing same?.....	Unknown.
How many miles of hedge have you on your road?.....	12 miles.
From what plant was it grown?.....	Osage Orange.
How many miles of the hedge is effective fencing.....	10 miles.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles:

$1\frac{1}{2}$ miles in Cook county; $1\frac{3}{4}$ miles in Will county; $1\frac{1}{4}$ miles in Grundy county; $8\frac{1}{2}$ miles in LaSalle county; $2\frac{3}{4}$ miles in Bureau county; $1\frac{1}{2}$ miles in Henry county; $1\frac{1}{2}$ miles in Rock Island county; $\frac{2}{3}$ of a mile in Putnam county; $\frac{2}{3}$ of a mile in Marshall county; $2\frac{1}{2}$ miles in Peoria county. Aggregate amount, $22\frac{3}{4}$ miles.

Explanations of above, and suggestions on the subject of fencing:

The above $22\frac{3}{4}$ miles reported as unfenced is mostly located within the limits of cities and towns, where it is impossible to fence.

OPERATING EXPENSES.

For running and management of passenger, freight and mixed trains.....	\$217,716 80
For motive power and cars.....	283,748 12
*For maintenance of way, including repairs and renewals of iron and bridges.....	799,111 43
*For repairs and renewals of station houses, buildings and fixtures.....	49,353 78
For mileage for borrowed cars, at per mile.....	3,985 26
For office and station.....	44,869 72
For station labor, watchmen, etc.....	132,571 18
For loss and damage of goods.....	3,648 64
For personal injuries.....	3,510 00
For damages for cattle killed.....	5,127 38
For salaries.....	96,341 18
For contingent expenses, insurance, etc.....	27,559 74
Total operating expenses.....	\$1,667,543 23

GENERAL EXPENSES.

State municipal taxes.....	\$74,810 33
All other general expenses, respectively.....	11,393 22
Total general expenses.....	\$86,203 55
Total general and operating expenses.....	1,753,746 78
Gross earnings.....	3,963,178 12
Difference.....	2,209,431 34

ADDITIONAL EXPENSES.

For interest, dividends and taxes on whole line of road.....	\$2,048,883
For lease and privilege of Peoria and Bureau Valley Railroad.....	125,000
Construction account for the year.....	Cannot state proportion due to Illinois.
Additional equipment during year.....	" " "
Additional real estate bought during year.....	" " "
Improvements, (not demand by wearing out of stock given above*)	" " "
Total additional expenses.....	For whole amount see annual report.
Total general and operating expenses.....	" " "
Gross earnings.....	" " "

FUEL CONSUMED.

Cords of wood consumed.....	3,239
Tons of coal consumed.....	27,719

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

See Tariff Cards herewith inclosed.

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

See Freight Tariff herewith inclosed.

MISCELLANEOUS EXHIBITS APPLICABLE TO WHOLE LINE.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals.....	245,036
Agricultural products, except grain.....	7,858
Flour.....	118,796
Provisions.....	19,908
Manufactures.....	17,032
Animals.....	67,736
Lumber and forest products.....	78,062
Coal.....	42,244
Merchandise and other articles.....	181,716

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rate, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The United States Express Company is furnished car room, and pay therefor a fixed sum equal to about twice first class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

We haul cars of all companies who desire that service and receive the going or tariff rates.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates.

The company owns and runs its own sleeping cars. The charges vary according to the amount of room occupied; usually \$1.50 per night for double berth.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$200 per mile per annum between Chicago and Davenport for 12 trips per week; \$75 per mile per annum from Bureau to Peoria for 6 trips per week.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it.—A. February 27, 1847; Charter of Rock Island and LaSalle Railroad; Charter C., R. I. and P., of Iowa.

Q. Names of original companies and of consolidated companies.—A. Original Company, Rock Island and LaSalle, changed to Chicago and Rock Island, February 7th, 1851; consolidated company, Chicago, Rock Island and Pacific.

Q. Dates of all amendments to charters of original roads and to consolidated roads.—A. February 7, 1851 to original company. The other charters, etc., were from the State of Iowa.

Q. Dates of original organization of the companies now represented.—A. Chicago and Rock Island of Illinois, February 27, 1847. Chicago, Rock Island and Pacific of Iowa, May 23, 1866.

Q. Dates of consolidation of various companies.—A. August 20th, 1866.

Q. Amount, number and date of original mortgages.—A. See report herewith.

Q. Date of the foreclosure and sale under which the road is now held.—A. No sales in Illinois.

ACCIDENTS TO PERSONS.

December 8, 1871. One person injured at Moline. Struck by engine; leg broken.

March 15, 1872. One passenger injured at LaSalle. Fell from passenger train.

April 5, 1872. One person found dead on track at Morris.

April 1, 1872. One passenger injured at Carbon Cliff. Jumped from passenger train.

May 2, 1872. One employee injured at Peru. Passenger train struck hand car.

May 2, 1872. One employee injured at Wash. Height. Jumped off flat car on cattle guard.

May 9, 1872. One passenger injured at 43d street, Chicago. Boy injured; jumped off train while in motion.

May 25, 1871. One passenger injured at Joliet. Man had arm taken off sitting in passing train with arm out of window striking freight cars.

June 4, 1872. One employee killed at Moline. Attempting to get on gravel train whilst in motion.

What running arrangements have you with other railroad companies, setting forth the contracts for same?

This company operates the Peoria and Bureau Valley Railroad under a lease.

State of Illinois, County of Cook, ss.

Hugh Riddle, Vice President of the Chicago, Rock Island and Pacific Railroad Company, being duly sworn, disposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

HUGH RIDDLE,
Vice President.

Subscribed and sworn to before me this first day of October, A. D. 1872,

CHAS. H. LAWRENCE.
Notary Public.

REPORT

OF THE

CHICAGO AND ROCK RIVER RAILROAD COMPANY,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.
Alonzo Kinyon, President.....	Amboy, Illinois.
A. P. Smith, 1st Vice President.....	Rock Falls, "
J. Roseburgh, Secretary.....	Amboy, "
Chas. G. Wicker, Treasurer.....	Chicago, "
J. S. Mechling, General Superintendent.....	Amboy, "
Geo. W. White, Chief Engineer.....	" "
General offices at Amboy, Illinois.	

Names of Directors.	Address.
Alonzo Kinyon.....	Amboy, Illinois.
A. P. Smith.....	Rock Falls, "
A. Wheeler.....	" "
O. P. Johnson.....	Malagar's Grove, "
Wm. Hanley.....	Lockport, "
T. E. Hinkley.....	Chicago, "
C. G. Wicker.....	" "
Joel Wicker.....	" "
J. S. Mechling.....	" "
John Borden.....	" "
C. F. Bowen.....	" "
J. E. Taylor.....	" "
For the State:	
S. Elliot.....	Princeton, "
S. A. Gait.....	Rock Falls, "
A. S. Jackson.....	Shabona, "
R. M. Pritchard.....	" "
J. R. Shaw.....	Lee Center, "

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Coloma township	\$50,000
Montgomery.....	50,000
Hannon.....	50,000
Amboy.....	100,000
Brooklyn.....	50,000
Wyoming.....	50,000
Wicker, Mechling & Co.....	500,000
By various persons in the several counties through which the road runs.....	66,600
Total capital stock subscribed.....	\$916,600

The stock books and records of which were destroyed by fire, August 25, 1871, since which time they have not been able to obtain a complete record of the names of owners.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Coloma township	\$50,000
Amboy	100,000
Brooklyn.....	50,000
Wyoming.....	50,000
Wicker, Meehling & Co.....	320,700
By various persons in the several counties through which the road runs.....	9,150
Amount forward.....	<u>\$579,850</u>

DEBTS.

FUNDED DEBT.

First Mortgage Bonds (Due thirty year, bear interest at 8 per cent., which is payable January and July 1st,) amount.....	<u>\$900,000</u>
Total Funded Debt.....	<u>\$900,000</u>

FLOATING DEBT.

The amount of Debt not secured by Mortgage.....	Nothing.
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COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

Contract price for building and equipping per mile.....	\$36,000
Contract not yet completed.....	.....
Total estimated value of road and equipment.....	<u>\$36,000</u>

COST OF CONSTRUCTION AND EQUIPMENT.

Cost of construction per mile.....	\$36,000
Cost of right of way on first 45 miles, about	24,000
Cost of equipment to be per each mile.....	3,000
Total cost of construction and equipment.....	<u>\$36,000</u>

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main line :	
Length of single main track to be.....	103
Branches : None built.	
Side tracks :	
Aggregate length of sidings and other track not above enumerated.....	1½
Length of track.....	<u>41½</u>

GAUGE.

What is the gauge of your lines?.....	4 ft. 8½ in.
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MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872, from January 1, 1872, and number of miles run by freight, mixed.....	<u>6,240</u>
Total mileage.....	<u>6,240</u>

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for mail and accommodation trains.....	18 miles.
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EQUIPMENT.

Number of Locomotives of more than 20 tons weight, exclusive of tender.....	1
Number of Passenger Cars.....	1
Number of Express and Baggage Cars.....	1
Number of Box Freight Cars.....	0
Number of other Cars, as follows :	
Flat.....	10
Coal.....	10

BRIDGES AND TRESTLES.

Location.	Whether wood, stone or iron.	Length in feet.	When completed.
Coloma.....	Wood.....	40	December, 1871.....
Harmon.....	".....	70	December, 1871.....
Marion.....	".....	68	November, 1871.....
Amboy.....	".....	200	November, 1871, and April, 1872.....
Lee Center.....	".....	100	May, 1872.....
Brooklyn.....	".....	108	May and July, 1872.....
Wyoming.....	".....	64	May and June, 1872.....

Wooden bridges, number of 1..... Aggregate length 80 feet, Howe Truss.
 Wooden Trestles, " 60..... " " 600 " "

What railroads cross your road at grade in this State, and at what locality ?

Illinois Central Railroad, at sec. 15, town 20, range 10.

What regulations govern your employees in regard to these crossings ?

Crossings not yet in use ; trains will come to a full stop.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road ?

No steel rails.

FENCING.

How many miles of fencing have you on your road ?

Twenty miles.

What was the average cost per rod ?

One dollar and twenty cents.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Date.	Total for transporta- tion of pas- sengers.	Total for transporta- tion of freight.
1871. July.....		
August.....		
September.....		
October.....		
November.....		
December.....		
1872. January.....	\$17 70	\$921 76
February.....	112 90	1,349 99
March.....	140 20	991 08
April.....	174 70	745 28
May.....	179 20	1,258 47
June.....	216 15	1,314 80
Total.....	\$840 85	\$6,581 38

Total passenger tariff earnings for year..... \$840 85

Total freight tariff earnings for year..... 6,581 38

Total tariff earnings for year..... \$7,422 23

EXPENSES FOR THE YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of mixed trains.....	\$2, 916 68
For mileage for borrowed cars, at 2 and 3 cents per mile.....	116 04
For all other operating expenses, respectively.....	2, 052 71
Total operating expenses.....	\$5, 085 43

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Average rate per mile for through passengers during year.....	.5 cents.
Average rate per mile for local passengers during year.....	.5 "

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per mile per 100 lbs. for 5 to 20 miles...	20c	16c	14c	12c	18c.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Not any.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$30 per mile per annum, on 20 miles.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. March 24, 1869.

Q. Amount of preferred stock and rate of preference and for what issued?—A. \$66, 600—7 per cent. Preliminary survey and other expenses attending organization.

Q. Date when construction was commenced?—A. July, 1870.

Q. Date when each division was put in operation and length and termini of each?—A. First division of 20 miles put in operation January 1, 1872—Amboy to Rock Falls.

Q. Date when the whole road was put in operation and termini?—A. Not completed.

Q. Date of construction, name, length and termini of each branch line?—A. Not any.

Q. Roads operated under lease; length and termini, also term of lease?—A. Not any.

Q. What running arrangements have you with other railroad companies, setting forth the contracts for same?—A. Allow Illinois Central Railroad 70 per cent. on through business to Chicago.

Address of Principal Contractors.....Wicker, Mechling & Co., Chicago.

A. Kinyon, President.....Amboy, Lee county, Illinois.

A. P. Smith, Vice President.....Rock Falls, Whiteside county, "

James Rosebaugh, Secretary.....Amboy, Lee county, "

C. G. Wicker, Treasurer.....Chicago, "

J. S. Mechling, General Superintendent or Manager.....Amboy, "

Principal offices at Amboy.

State of Illinois, County of Lee, ss.:

We, Alonzo Kinyon, President, and James Rosebaugh, Secretary of the Chicago and Rock River Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

ALONZO KINYON, *President.*

JAS. ROSEBAUGH, *Secretary.*

Subscribed and sworn to before me this thirtieth day of September, A. D. 1872.

[SEAL.]

C. DEMMING VAUGHN,

Clerk of the Court of Common Pleas of the City of Amboy.

REPORT

OF THE

COLUMBUS, CHICAGO AND INDIANA CENTRAL RAILWAY CO.,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.
B. E. Smith, President.....	Columbus, Ohio.
Gordon Moodie, Secretary and Treasurer.....	" "

This road is leased to the Pittsburgh, Cincinnati and St. Louis Railway Company, and the Pennsylvania Railroad Company, and is operated by the Pittsburgh, Cincinnati and St. Louis Railway Company. General offices at Columbus, Ohio.

Names of Directors.	Address.
W. D. Thompson.....	New York.
Adrian Iselin.....	" "
W. A. Fosdick.....	" "
F. R. Fowler.....	" "
R. J. Capron.....	" "
D. P. Morgan.....	" "
Walter S. Gurnee.....	" "
Henry Vallette.....	" "
J. T. Thomas.....	Philadelphia, Penn.
W. Dennison.....	Columbus, Ohio.
B. E. Smith.....	" "
J. F. Bartlett.....	" "
John Gardiner.....	Newark, Ohio.
John P. Newman.....	Indianapolis, Ind.
J. N. Converse.....	Union City.

CAPITAL STOCK.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Total stock paid in.....	\$13,328,568 96
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DEBTS.

FUNDED DEBT.

First Mortgage Bonds (due at various dates, bear interest at 7 per cent., which is payable at various times,) amount.....	\$15,344,750
Second Mortgage Bonds (due at various dates, bear interest at 7 per cent., which is payable at various times,) amount.....	4,346,400
Income Bonds (due at various dates, bear interest at 7 per cent., which is payable at various times,) amount.....	1,329,224
Convertible Mortgage Bonds (due at bear interest at per cent., which is payable at amount.....	3,201,000
Total Funded Debt.....	\$24,221,374

FLOATING DEBT.

The amount of debt not secured by mortgage.....	\$130, 974
Total funded and floating debt.....	\$24, 352, 348
Total amount of paid up stock and debt.....	\$37, 680, 916 96

COST AND VALUE OF ROAD AND EQUIPMENT.

COST OF CONSTRUCTION AND EQUIPMENT.

Total cost of construction and equipment.....	\$36, 919, 288 13
The cost of road and equipment per mile, (582 miles).....	63, 435 20

CHARACTERISTICS OF ROAD.

LENGTH OF LINE.

Main Line.	Miles.
Length of single track in Illinois.....	21.2
Length of double track, ".....	2.0
Total	23.2

Side tracks.

Aggregate length of sidings and other track not above enumerated.....	9.0
Total length of track.....	32.2
What is the gauge of your lines?.....	4 feet 9½ inches.

MILEAGE—APPLICABLE TO WHOLE LINE OF ROAD.

Number of miles run by passenger trains during the year ending June 30, 1872.....	1, 240, 606
" " " freight " " " " " " " ".....	2, 820, 686
" " " construction and all other trains during the year ending June 30, '72..	207, 010
Total mileage.....	4, 268, 302

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains,.....	40
Schedule rate of same, including stops.....	30
The highest rate of speed allowed for mail and accommodation trains.....	30
Schedule rate of same, including stops.....	24
The highest rate of speed allowed for freight trains.....	15
Schedule rate of same, including stops.....	10

EQUIPMENT—APPLICABLE TO WHOLE LINE OF ROAD.

Number of locomotives of more than 40 tons weight, 30 tons weight, 20 tons weight, and 10 tons weight, exclusive of tender—average weight 62, 500 lbs.....	141
Number of passenger cars.....	54
Number of express and baggage cars.....	27
Number of box freight cars.....	1, 603
Number of other cars.....	49

BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Mud Lake.....	Howe Truss.	Wood.	142	March, 1872.
Canal.....	"	"	150	May, 1871.
South Branch.....	Trestle.	"	66	1871.
Calumet.....	"	"	96	1870.
" No. 1.....	"	"	420	1871.
" No. 2.....	"	"	990	1871.
" No. 3.....	"	"	68	1869.
Ill. Central crossing.....	"	"	24	1870.

Wooden bridges, number of.....	2	Aggregate length.....	292 feet
Stone " "	none	" "	
Iron " "	none	" "	
Wooden trestles, "	6	" "	1,664 "

What railroads cross your road at grade in this State, and at what locality ?

Chicago, Burlington and Quincy Railroad, at Sec. 24, Town 39, Range 13.

Chicago and Alton Railroad, at Sec. 36, Town 39, Range 13.

Chicago, Rock Island and Pacific Railroad, at Sec. 17, Town 37, Range 14.

Illinois Central Railroad, at Sec. 33, Town 37, Range 14.

What regulations govern your employees in regard to these crossings ?

All locomotives with or without trains are required to come to a full stop before crossing, and under no circumstances are they allowed to stop on crossing.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion for crossings of railroads and public highways, to insure a proper degree of safety ?

Approaches free from obstruction to light. Grades level. Planking level with rails on each side. Signs not considered useful.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road ?

No steel rails in use, and therefore cannot make comparison.

FENCING—MILES.

How many miles of fencing have you on your road ?.....	30
What was the average cost per rod ?.....	\$1 00
The total cost of same ?.....	9,600 00
What is the average cost per mile per year for repairing same ?.....	50 00
How many miles of hedge have you on your road ?.....	None.
From what plant was it grown ?.....	None.
How many miles of the hedge is effective fencing ?.....	None.
Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles.....	16.4 miles in Cook county.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS—APPLICABLE TO WHOLE LINE OF ROAD.

Date.	Transportation of through passengers.	Transportation of local passengers.	Total for transportation of passengers.	Transportation of through ft	Transportation of local ft.	Total for transportation of freight.
1871. July.....	\$9,244 09	\$80,386 56	\$89,630 65	\$83,668 70	\$146,610 48	\$230,279 18
August.....	17,422 77	101,008 27	118,431 04	79,509 40	168,189 80	247,689 94
September.....	18,468 14	101,298 90	119,767 04	83,788 99	182,233 53	266,022 52
October.....	18,469 89	119,011 53	137,481 42	91,340 05	150,929 99	242,270 04
November.....	12,972 04	83,419 20	96,391 24	82,282 22	160,240 66	242,522 88
December.....	10,569 76	73,452 94	84,022 70	107,529 84	146,947 69	254,477 53
1872. January.....	26,681 91	45,956 85	72,638 76	93,489 92	160,311 25	253,801 17
February.....	22,734 65	46,141 57	68,876 22	77,274 18	162,888 69	240,162 87
March.....	32,295 59	52,107 53	84,403 12	84,046 87	192,968 22	277,015 09
April.....	30,937 38	47,815 05	87,752 43	88,608 20	182,322 80	270,025 18
May.....	37,177 02	51,017 77	88,194 79	90,845 98	184,694 08	275,540 06
June.....	38,099 61	47,395 71	85,495 32	71,843 07	183,009 75	254,852 84
Totals.....	\$284,072 85	\$849,011 88	\$1,133,084 73	\$1,034,221 27	\$2,021,347 03	\$3,055,568 30

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY—APPLICABLE TO THE WHOLE LINE OF ROAD.

	July	August	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March.	April.	May.	June.
Express matter.....	\$3,900 00	\$4,050 00	\$3,900 00	\$3,900 00	\$3,900 00	\$3,900 00	\$4,050 00	\$3,750 00	\$3,900 00	\$3,900 00	\$6,621 32	\$3,750 00
Transportation of mails.....	6,683 75	6,683 75	6,683 75	6,683 75	6,683 75	6,683 75	6,683 75	6,683 75	6,683 75	6,683 75	6,683 75	6,683 75
Rents.....	381 66	381 66	250 00	250 00	385 32	173 66	231 66	255 66	231 66	275 66	243 66	223 66
Miscellaneous.....	4,308 33	2,212 74	4,499 41	813 26	383 50	4,012 49	111 92	175 00	103 00	5,019 53	1,345 62	1,340 10
Total.....	\$15,273 74	\$13,328 15	\$15,464 82	\$11,647 01	\$11,332 57	\$14,769 90	\$11,137 33	\$10,864 41	\$10,918 41	\$15,878 94	\$14,894 35	\$11,997 51

Total passenger tariff earnings for year.....

\$1,133,084 73

Total freight tariff earnings for year.....

3,055,568 30

Total earnings from other sources, for the year ending June 30, 1872.....

157,517 14

Total.....

\$4,346,170 17

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES—APPLICABLE TO WHOLE LINE OF ROAD.

For running and management of passenger trains.....	\$346,350 71
For running and management of freight trains.....	790,362 22
For running and management of mixed trains.....	
For motive power and cars.....	1,269,641 84
*For maintenance of way, including repairs and renewals of iron and bridges.....	829,622 32
*For repairs and renewals of station houses, buildings and fixtures.....	26,761 10
For all other expenses for maintenance of way.....	
For mileage for borrowed cars, at \$1 50 per mile.....	142,269 77
For all other operating expenses, respectively, car furniture, fixtures, etc.....	17,276 89
Total operating expenses.....	\$3,422,284 85

GENERAL EXPENSES—APPLICABLE TO WHOLE LINE OF ROAD.

State taxes.....	\$38,103 54
National taxes.....	
Interest on floating debt.....	16,540 06
All other general expenses, respectively:	
Salaries of general officers and general office expenses.....	22,121 29
Legal department.....	8,375 85
Incidentals.....	1,174 51
Total general expenses.....	\$86,315 25
Total general and operating expenses.....	\$3,508,600 10
Gross earnings.....	4,346,170 17
Difference.....	\$837,570 07

FUEL CONSUMED.

Cords of wood consumed, 5,669.....	\$19,841 50
Tons of coal consumed, 2,558.....	10,232 00

TARIFFS.

PASSENGER TARIFF FOR JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	6½ cts.
Highest rate per mile for distances from ten to fifty miles.....	3½ "
Highest rate per mile for distances from fifty to one hundred miles.....	3½ "
Highest rate per mile for full length of line in Illinois.....	3½ "
Average rate per mile for through passengers during year.....	2 2-10 cts.
Average rate per mile for local passengers during year.....	3 3-10 "

FREIGHT TARIFF FOR THE YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance.....	8c.	7c	6c	6c.	6c.
Highest rate per mile per 100 lbs. for 5 to 20 miles.....	12	11	10	9	9
Highest rate per mile per 100 lbs. for 20 to 50 miles.....	16	15	13	12	12
Highest rate per mile per 100 lbs. for 50 to 100 miles.....	25	23	20	19	19
Highest rate per mile per 100 lbs. for whole length of line in Illinois....	12	11	10	9	9

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Agricultural products, except grain.....	62,370 tons.
Flour and grain.....	432,466 "
Manufactures.....	196,907 "
Animals.....	148,087 "
Lumber and forest products.....	166,019 "
Coal.....	159,049 "
Merchandise and other articles.....	227,671 "

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The United States and American Merchants' Union Express Companies, transporting ordinary express matter, including valuable packages, at the rate of \$150 per day. They take their freight from their own offices.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

The National Line Transportation Company, who use their own cars, and bear all expense of forwarding, receiving and billing of freight, except hauling trains, paying therefor rates which are regulated by current traffic. These cars are given no preference in any particular.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Owned by Pullman Palace Car Company, who furnish the car, renew the bedding and upholstering, and receive pay for use of berths. The Railroad Company keep the cars in running order, and have the use of them for their passengers. In addition to regular passenger rates, for single berths, passengers are charged \$1 50; double, \$2 00; section, \$4 00.

UNITED STATES MAIL.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service?

A regular contract rate of \$150 per mile per annum.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of road, and that of any road consolidated with it, etc.?—A. See printed pamphlet.

ACCIDENTS TO PERSONS.

BECAUSE OF CAUSES BEYOND THEIR OWN CONTROL.

July, 1871. One person injured at Chicago. Extra rain ran into engine at C. & N. W., S. B. Junction.

BY THEIR OWN MISCONDUCT OR WANT OF CAUTION.

November 21, 1872. One person injured at Chicago. Attempted to cross track at Polk street crossing, and was struck by pilot of engine on train No. 10.

February 5, 1872. One person killed at Chicago. Lying on track when train was backing up to the depot.

February 4, 1872. One person injured at Chicago. Attempted to cross track at Desplaines street crossing; was watching train on another track, and was struck by switch engine.

May 11, 1872. One employee killed at Chicago. Attempted to pass between freight cars on Carpenter street crossing while cars were in motion.

June 4, 1872. One person injured at St. Louis Crossing, Chicago. Attempted to cross track in front of train No. 4; was watching train on another track.

June 1, 1872. One person killed at Chicago. Intoxicated; lying on track under cars without knowledge of switchman.

What arrangements have you with other railroad companies, setting forth the contracts for same?

The Chicago and Northwestern Railway Company lease to this company their track, commencing at a point west of and near the west line of the city of Chicago, and running into said city a distance of 4 3/4 miles, for which this company pay on all passengers hauled 3c per passenger per mile, and for each ton of freight 4c per ton per mile.

On November 18, 1871, an agreement was entered into between the C. C. & I. C. Railway Company and the P. C. St. L. Railway Company lessee operating the first named railway, parties of the first part, and the Chicago, Danville and Vincennes Railroad Company, party of the second part, in which the party of the second part is entitled to use the railway of the first party, for all its traffic between the city of Chicago and the town of Dalton, Illinois, with its own locomotives and cars, receiving for its own use the earnings and income thereof. In consideration of which the second party pays to the party of the first part an annual rental of 4 per cent. per annum in gold upon the aggregate appraised valuation of the tracks, sidings, depot, depot grounds, etc., between Chicago and Dalton, and also pay a proportion of the current expenses of maintaining the said tracks, etc., based upon the mileage of the cars of each party over the said line from Chicago to Dalton.

State of Ohio, County of Franklin, ss:

G. Moodie, Secretary of the Columbus, Chicago and Indiana Central Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

G. MOODIE,
Secretary C. C. & I. C. Ry. Co.

Subscribed and sworn to before me this 9th day of November, A. D. 1872.

[SEAL.]

T. J. JANNEY,
Notary Public in and for Franklin County, Ohio.

REPORT

OF THE

GILMAN, CLINTON AND SPRINGFIELD RAILROAD CO.,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.
S. H. Melvin, President.....	Springfield, Illinois.
Wm. Fuller, First Vice-President.....	Clinton, “
J. W. Lane, Secretary.....	Springfield, “
Geo. N. Black, Treasurer.....	“ “
J. A. Latcha, Chief Engineer.....	Toledo, Ohio.
T. J. Hndson, General Ticket Agent and General Freight Agent.....	Springfield, Illinois.
General offices at Springfield, Illinois.	

Names of Directors.

Names of Directors.	Address.
S. H. Melvin.....	Springfield, Illinois.
Geo. N. Black.....	“ “
Jno. Williams.....	“ “
Jno. T. Stuart.....	“ “
Jno. A. Chesnnt.....	“ “
S. Linn Beidler.....	Mt. Pulaski, “
C. H. Moore.....	Clinton, “
Wm. Fuller.....	“ “
D. S. Rosencrans.....	DeWitt, “
A. S. Guthrie.....	Gibson, “
E. Wenger.....	Gilman. “

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Total capital stock subscribed.....\$2,000,000

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Total stock paid in.....\$2,000,000

DEBTS.

FUNDED DEBT.

First mortgage bonds, (due A. D. 1900, bear interest at seven per cent., which is payable semi-annually,) amount.....\$2,000,000

Total funded debt.....\$2,000,000

FLOATING DEBT.

The amount of debts not secured by mortgage.....None.

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The construction account is still in the hands of the contracting company. The cost is represented by stock and bonds given above.

CHARACTERISTICS OF ROAD.

LENGTH OF LINE.

Main line:

Length of single main track 111 miles.

Branches: none.

Side tracks:

Aggregate length of sidings and other track not above enumerated $5\frac{1}{2}$ "

Total length of track $116\frac{1}{2}$ miles.

GAUGE.

What is the gauge of your lines 4 ft. $8\frac{1}{2}$ in.

MILEAGE.

Total mileage 87,808

The trains for nearly the whole time, to date, being mixed trains, no correct classification can be made.

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express trains 25

Schedule rate of same, including stops 22

The highest rate of speed allowed for mail and accommodation trains 25

Schedule rate of same, including stops 22

The highest rate of speed allowed for freight trains 15

Schedule rate of same, including stops 9

EQUIPMENT.

Number of locomotives of more than 30 tons weight, exclusive of tender 1

" " " 20 " " " 7

Number of passenger cars 4

Number of express and baggage cars 4

Number of box freight cars 155

Number of other cars, as follows:

Stock 65

Coal 90

What railroads cross your road at grade in this State, and at what locality?

Toledo, Wabash and Western Railroad, at 10th and Madison streets, Springfield.

" " " at sec. 4, town 16, range 4 W., Sangamon county.

Pekin, Lincoln and Decatur Railroad, at sec. 23, town 18, range 3 W., Logan county.

Illinois Central (main line) Railroad, at cr. 26, 27, 34, 35, town 20, range 2 E., DeWitt county.

Indianapolis, Bloomington and Western Railroad, at sec. 28, town 22, range 5 E., DeWitt county.

What regulations govern your employees in regard to these crossings?

Bring all trains to a full stop, not more than 800 feet nor less than 200 feet from the crossing, and not proceed until the way is known to be clear.

How many miles of iron rail and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

No steel rails in use.

FENCING.

On account of the recent completion of the road, no fencing has been done.

STATE AND LOCAL AID.

Subscriber.	Character of subscription.	When issued to your company.	Amount.	Rate of interest.	Interest payable.
Lyman Township.....	Stock.....	May 14, 1871.....	\$25,000	10 per cent...	Annually..
Peach Orchard Township.....	".....	May 25, ".....	23,000	10 ".....	".....
DeWitt Township.....	".....	July 1, ".....	40,000	10 ".....	".....
Drummer's Grove Township.....	".....	July 1, ".....	42,500	8 ".....	".....
Mt. Pulaski Township.....	".....	Jan. ".....	5,000	8 ".....	Semi-ann
Tunbridge Township.....	".....	Sept. 1, ".....	30,000	10 ".....	Annually..
Ætna Township.....	".....	July 1, ".....	15,000	10 ".....	".....
Sangamon County.....	".....	Sept. 15, ".....	100,000	8 ".....	".....
Clintonia Township.....	".....	May 1, ".....	50,000	10 ".....	".....
DeWitt County.....	".....	May 1, ".....	175,000	10 ".....	".....
Santa Anna Township.....	".....	*.....	25,000	10 ".....	".....
Harp Township.....	".....	*.....	25,000	10 ".....	".....
Laenna Township.....	".....	*.....	10,000	10 ".....	".....
Mt. Pulaski Township.....	".....	July 1, 1871.....	40,000	10 ".....	".....
Belleflower Township.....	".....	Dec. 1, ".....	30,000	8 ".....	".....

Amount of county subscription.....	\$275,000
Amount of township subscription.....	295,500
Amount of town and city subscriptions.....	65,000
Total aid.....	\$635,500

NOTE.—Stock certificates were tendered for these subscriptions. Town officers refused to issue bonds. Said stock is entered as paid, for the reason that the subscribed stock was to be turned over to the construction company, in bonds or stock.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express companies?

American Merchants' Union. One and one-half first class. Freight delivered on and received from the cars by themselves.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

None.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and, if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

No.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$50 per mile per annum. Six times each per week.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Approved March 4, 1867.

Q. Names of original companies and of consolidated companies?—A. Gilman, Clinton and Springfield Railroad Company.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. Amendment approved March 10, 1869. Amendment approved April 19, 1869.

Q. Dates of original organization of the companies now represented?—A. April 21, 1869.

Q. Amount of common stock now outstanding.—A. \$2,000,000.

Q. Date when construction was commenced?—A. Fall of 1870.

Q. Date when the whole road was put in operation, and termini?—A. September, 1871. Gilman and Springfield.

ACCIDENTS TO PERSONS.

- One employee killed. Fell from freight car in a fit.
- One person killed. By getting on train while switching at station.
- One person killed. Thrown under a passing train by runaway team.
- One person killed. Supposed to be sitting on track. Struck in night time.

State of Illinois, County of Sangamon, ss.

S. H. Melvin, President, and J. W. Lane, Secretary, of the Gilman, Clinton and Springfield Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

S. H. MELVIN, *Pres't*,
J. W. LANE, *Sec'y*.

Subscribed and sworn to before me this eighteenth day of December, A. D. 1872.

GEO. H. SOUTHER, *Notary Public*.

REPORT

OF THE

HANNIBAL AND NAPLES RAILROAD COMPANY,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.
C. M. Smith, President.....	Springfield, Illinois.
W. B. Corneau, Secretary.....	Toledo, Ohio.
same Treasurer.....	"
G. H. Burrows, General Superintendent.....	Toledo, Ohio.
L. L. Dunn, Resident Engineer.....	Springfield, Illinois.
J. M. Parsons, General Ticket Agent.....	Toledo, Ohio.
J. B. Carson, General Freight Agent.....	"
General offices at Toledo, Ohio.	

Names of Directors.	Address.
Hon. A. Boody.....	New York.
Hon. J. Hunt.....	Hannibal, Missouri.
Hon. C. L. Higbee.....	Pittsfield, Illinois.
A. B. Baylis, Esq.....	New York.
C. M. Smith, Esq.....	Springfield, Illinois.
S. B. Chittenden, Esq.....	New York.
A. M. White, Esq.....	"
Wm. Kidd, Esq.....	"
Geo. Cecil, Esq.....	"

DEBTS.

FUNDED DEBTS.

First mortgage bonds (due 1888 bear interest at 7 per cent., which is payable) amount...	\$675,000
Second mortgage bonds (due 1890 " " " ")	225,000
Total funded debt.....	\$900,000
Total amount of paid up stock and debt.....	1,357,000

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

Total estimated value of road and equipment.....	\$1, 357, 000 00
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COST OF CONSTRUCTION AND EQUIPMENT.

Total cost of construction.....	1, 357, 000 00
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The cost of road and equipment per mile, (43.68 miles).....	30,925 25
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CHARACTERISTICS OF ROADS.

LENGH OF LINE—MILES.

Main Line :

Length of single main track..... 43 38-100

Branches :

Pittsfield branch, single track.....	6 18-100
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Total.....	50 06-100
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Side tracks :

Aggregate length of sidings and other track not above enumerated..... 3

Total length of track..... 53 06-100

GAUGE.

What is the guage of your lines ?.....4 ft. 8½ inches.

MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872.....	37,510
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"	"	"	freight	"	"	"	"	"	27,270
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“	“	“	construction and all other trains during the year ending June 30, 1872...	13,020
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Total mileage.....	77,800
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SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains..... 20

Schedule rate of same, including stops.....	18¢
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Highest rate of speed allowed for freight trains.....	15
---	----

Schedule rate of same, including stops.....	9
---	---

EQUIPMENT.

Do not own any equipment.

BRIDGES AND TRETTLES.

Location.	Kind.	Whether wood, iron or stone.	Length in feet.	When completed.
Mauvisterre	Beam Truss.	Wood.	100	1870
Illinois River.....	Howe Truss.	"	764	1870
Bay Creek.....	"	"	61	1869
"	"	"	51	1869
Hadley Creek.....	"	"	174	1869
McCraney Creek.....	"	"	90	1869
Big Sny.....	"	"	174	1869
Little Sny.....	"	"	40	1869

Number of wooden bridges.....	8.	Aggregate length.....	1,454
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“	“	trestles.....	60.	“	9,784
---	---	---------------	-----	---	-------	-------

What railroads cross your road at grade in this State, and at what locality?
 Quincy, Alton and St. Louis Railroad at sec. 21, town 45, range 7 west.

What regulations govern your employees in regard to these crossings?
 Trains come to a full stop till way is ascertained to be clear.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value, as used on your road?

All iron rail.

FENCING—MILES.

How many miles of fencing have you on your road ?	11 miles.
What was the average cost per rod ?	No record.
The total cost of same ?	" "
What is the average cost per mile per year for repairing same ?	" "
How many miles of hedge have you on your road ?	1 mile.
From what plant was it grown ?	Osage Orange.
Give the length of tract which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles:	
In Pike county	35½ miles.
In Scott county.....	6 miles.
Aggregate amount.....	<u>41½ miles.</u>

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Month.	Total for transportation of passengers.	Total for transportation of freight.
1871. July.....	\$3,269 60	\$5,264 25
August.....	3,100 12	5,272 61
September.....	4,171 35	7,420 68
October.....	3,186 08	5,951 27
November.....	2,722 06	5,445 72
December.....	2,814 22	4,680 05
1872. January.....	2,640 29	3,345 04
February.....	2,281 22	3,672 55
March.....	2,644 11	3,593 78
April.....	2,633 89	3,951 22
May.....	2,316 22	3,817 32
June.....	2,380 10	3,118 76
Total.....	\$34,159 26	\$55,533 25

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.
U.S. Mail.....	\$214 58	\$214 58	\$214 58	\$214 58	\$214 58	\$214 58	\$214 58	\$214 58	\$214 58	\$214 58	\$214 58	\$214 58
Express.....	260 00	270 00	260 00	260 00	260 00	260 00	260 00	260 00	260 00	260 00	260 00	260 00
Total.....	\$474 58	\$484 58	\$474 58	\$474 58	\$474 58	\$474 58	\$474 58	\$474 58	\$474 58	\$474 58	\$474 58	\$474 58

Total passenger tariff earnings for year.....

\$34,159 26

Total freight tariff earnings for year.....

55,533 25

Total tariff earnings.....

\$89,692 51

Total earnings from other sources.....

3,704 96

Total.....

\$93,397 47

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For all operating expenses \$109,916 31

GENERAL EXPENSES.

Total general expenses \$8,696 69
 Total general and operating expenses \$118,613 00
 Gross earnings 95,397 47
 Difference \$23,215 53

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same \$63,000 00
 Construction account for the year 13,425 66
 Total additional expenses \$76,425 66
 Total expenses \$195,038 66

FUEL CONSUMED.

Cords of wood consumed No record.
 Tons of coal consumed "

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles 6c.
 Highest rate per mile for distances from ten to fifty miles 4½c.
 Highest rate per mile for distances from fifty to one hundred miles 4½c.
 Highest rate per mile for full length of line in Illinois 4½c.
 Average rate per mile for through passengers during year 3½c.
 Average rate per mile for local passengers during year 4½c.

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance	40	33	27	22	.....
Highest rate per mile per 100 lbs. for 5 to 30 miles	28	23	18	16	.....
Highest rate per mile per 100 lbs. for 30 to 50 miles	13	10	8	7	.....
Highest rate per mile per 100 lbs. for 50 to 100 miles	9	7	6	5	.....
Highest rate per mile per 100 lbs. for whole length of line in Illinois	9	7	6	5	.....

Amount of through freight carried in year ending June 30, 1872 35,959 tons.
 " local freight carried " " " 18,479 "
 Total 55,138

TONNAGE OF ARTICLES TRANSPORTED.

No record kept.

STATE AND LOCAL AID.

Pike county stock.....	\$150,000
Total aid.....	\$150,000

Stock was paid in bonds, which is all we know about it.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

United States Express Company. \$10 per day.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

Toledo, Wabash and Western Railway Company being the lessee of our road, the same transportation company's cars are used as upon that road, and an equitable rate is allowed our company.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

No sleeping or dining-room cars run on the road.

UNITED STATES MAIL.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service? \$2,575 per year.

ADDITIONAL QUESTIONS BY COMMISSIONERS.

Q. Amount and date of existing mortgages and rate of interest on each?

A. \$675,000, 7 per ct. interest, due 1868.

222,000, " " due 1870.

Q. Amount of common stock now outstanding? A. \$457,000.

Q. Roads operated under lease; length and termini, also term of lease? A. Louisiana and Pike County Railroad. Six miles to Pittsfield.

ACCIDENTS TO PERSONS.

*None.

What running arrangements have you with other railroad companies, setting forth the contracts for same.

Our road is leased to the Toledo, Wabash and Western Railway Company.

State of Ohio, County of Lucas, ss.

Adna Anderson, Vice President, and W. B. Corneau, Secretary of the Toledo, Wabash and Western Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

A. ANDERSON, *Vice President,*
W. B. CORNEAU, *Secretary.*

[SEAL.]

Subscribed and sworn to before me this 30th day of September, A. D., 1872.

[SEAL.]

FRANK B. SWAYNE,
Notary Public, Lucas County, Ohio.

REPORT

OF THE

ILLINOIS CENTRAL RAILROAD COMPANY,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.
John Newell, President	Chicago, Ill.
William Tracy, Chairman Executive Committee.	New York.
L. A. Catlin, Secretary	"
W. K. Ackerman, Treasurer	Chicago, Ill.
A. Mitchell, General Superintendent	"
L. H. Clark, Chief Engineer	"
W. P. Johnson, General Ticket Agent	"
Joseph F. Tucker, General Freight Agent	"
General Offices at Chicago, Illinois.	

Names of Directors as of 30th June, 1872.

His Excellency John M. Palmer, Governor of Illinois, ex officio	
Lucien Tilton	Chicago, Ill.
George Bliss	New York.
W. K. Ackerman	Chicago, Ill.
W. H. Gebhard	New York.
Wilson G. Hunt	"
Jonathan Sturges	"
J. Pierpont Morgan	"
Louis A. Van Hoffman	"
John Newell	Chicago, Ill.
William Tracy	New York.
W. H. Osborn	"

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Amount of Capital Stock subscribed is	\$25, 448, 900
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THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Amount of Capital Stock paid in is	\$25, 447, 140
--	----------------

DEBTS.

FUNDED DEBT.

Construction Mortgage Bonds, (due sterling, bear interest at 6 per cent., which is payable 1st April, 1875) amount	\$332, 000
Construction Mortgage Bonds (due currency, bear interest at 7 per cent., which is payable 1st April, 1875) amount	3, 058, 500
Redemption Mortgage Bonds (due sterling, bear interest at 6 per cent., which is payable 1st April, 1875) amount	2, 500, 000
Redemption Mortgage Bonds (due currency, bear interest at 7 per cent., which is payable 1st April, 1890) amount	2, 500, 000
Total Funded Debt	\$8, 390, 500

FLOATING DEBT.

The amount of debt not secured by mortgage.....	None.
Total amount of paid up stock and debt.....	\$33,837,640

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

We have made no estimate of value, not knowing the basis upon which you require it.

We give the cost below :

COST OF CONSTRUCTION AND EQUIPMENT.

Cost of construction (includes some items done on leased lines).....	\$22,848,769 73
Cost of right of way.....	910,559 68
Cost of equipment.....	6,527,049 93
All other items of expense for construction and equipment.....	3,616,608 21
Total cost of construction and equipment.....	\$33,902,987 55
The cost of road and equipment per mile (705½ miles).....	48,055 26

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track, Cairo to LaSalle.....	368.99
Branches:	
LaSalle to Dunleith Branch.....	Single track.....146.73
Chicago Branch.....	“.....235.23
“ “.....	Double track.....14.55
Total.....	249.78
	705.50

Side Tracks:

Aggregate length of sidings and other track not above enumerated.....	112.88
Total length of track.....	818.38

GAUGE.

What is the gauge of your lines?.....Four feet eight and one-half inches.

MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872.....	1,078,476½
“ “ freight “ “ “ “.....	2,360,302
“ “ construction and all other trains during the year ending June 30, '72.....	19,657
Total mileage.....	\$3,449,435½

SPEED OF TRAINS.

The highest rate of speed allowed for express passenger trains?.....	No speed specified.
Schedule rate of same, including stops?.....	About 28 miles an hour.
The highest rate of speed allowed for mail and accommodation trains?.....	No speed specified.
Schedule rate of same, including stops?.....	About 20 to 25 miles per hour.
The highest rate of speed allowed for freight trains?.....	Not to exceed 15 miles per hour.
Schedule rate of same, including stops?.....	From 9 to 13 miles an hour.

EQUIPMENT.

Number of Locomotives of more than 30 tons weight, exclusive of tender.....	45
“ “ “ 20 “ “ “ “.....	107
“ Passenger Cars, old and new.....	91
“ Express, Baggage and Mail Cars.....	40
“ Box Freight Cars.....	2,763
“ other Cars, as follows: Flat, 787; stock, 315; coal, 616.....	1,718
“ Sleeping Cars.....	18
“ Smoking Cars.....	7
“ Pay Officers' Cars.....	3
“ Mail Cars, exclusively.....	5
“ Tool Cars, 3; Powder Cars, 4; Derrick, 3.....	10

BRIDGES AND TRESTLES.

[A complete Schedule of Bridges and Trestles is on file in this office.—SEC'Y BOARD.]

What railroads cross your road at grade in this State, and at what locality?

Name of road Crossing.	Sec.	Town.	Range.	P. M.
Chester and Tamaroa	32	4 S	1 W	3d.
St. Louis and Southeastern	27	2 S	1 W	"
Ohio and Mississippi	17	2 N	1 E	"
.....	14	2 N	1 E	"
St. Louis, Vandalia, Terre Haute and Indianapolis.	16	6 N	1 E	"
.....	29	8 N	6 E	"
Indianapolis and St. Louis	16	11 N	1 E	"
.....	13	12 N	8 E	"
Toledo, Wabash and Western	14	16 N	2 E	"
.....	26	18 N	8 E	"
Gilman, Clinton and Springfield	34	20 N	2 E	"
Indianapolis, Bloomington and Western	15	23 N	2 E	"
.....	7	19 N	9 E	"
LaFayette, Bloomington and Mississippi	15	23 N	2 E	"
.....	8	23 N	10 E	"
Chicago and Alton	28	24 N	2 E	"
.....	13	30 N	1 E	"
Toledo, Peoria and Warsaw	5	26 N	2 E	"
.....	31	27 N	14 W	2d.
Chicago, Burlington and Quincy	33	36 N	1 E	3d.
Springfield and Illinois Southeastern	32	6 N	5 E	"
Paris and Decatur	4	14 N	8 E	"
Indiana and Illinois Central	34	16 N	8 E	"
Michigan Central	23	35 N	13 E	"
Pittsburgh, Cincinnati and St. Louis	33	37 N	14 E	"
Pittsburgh, Fort Wayne and Chicago	26	38 N	14 E	"
Lake Shore and Michigan Southern	26	38 N	14 E	"

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

Number of miles of track of iron rails.....811.29
 " " " steel " 7.09

FENCING.

How many miles of fencing have you on your road?..... 1 240.55
 How many miles of hedge have you on your road? None.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles:

0.50 miles in Shelby county	2.23 miles in Lee county.....
0.70 miles in DeWitt county	1.00 mile in Christian county
10.75 miles in Woodford county	3.00 miles in Macon county
16.93 miles in LaSalle county	
2.00 miles in Marshall county	Aggregate amount,.....37.11 miles.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

	July.	August.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March.	April.	May.	June.
July, 1871.												
August, 1871.	\$2,099 98	\$2,325 66	\$2,727 83	\$1,447 33	\$1,319 60	\$1,319 60	\$1,061 26	\$971 12	\$1,394 93	\$1,292 15	\$1,464 60	\$1,885 90
September, 1871.	654 79	478 26	496 27	387 39	215 77	215 77	4,139 35	13,878 80	4,211 06	10,528 48	14,415 00	1,495 10
October, 1871.	13,012 50	10,694 11	11,918 18	13,704 75	13,065 02	21,065 02	6,375 00	6,375 00	6,375 00	6,375 00	14,564 01	14,973 49
November, 1871.	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00
December, 1871.	140 40	132 60	132 60	132 60	132 60	114 75	68 40	200 40	200 40	231 10	195 30	181 85
January, 1872.	12,556 63	14,735 14	13,108 28	2,635 00	18,513 36	13,272 61	7,135 00	10,437 78	9,771 29	10,363 33	10,516 12	12,485 91
February, 1872.												
March, 1872.												
April, 1872.												
May, 1872.												
June, 1872.												
Total.	\$34,832 32	\$35,160 84	\$33,836 53	\$34,563 46	\$40,623 03	\$42,362 75	\$18,739 01	\$31,863 10	\$21,952 48	\$28,790 06	\$33,530 03	\$37,397 25

Total passenger tariff earnings for year.....

\$1,341,607 13

Total freight tariff earnings for year.....

4,738,247 18

Total earnings from other sources, June 30, 1872.....

383,670 86

Total.....

\$6,453,585 17

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July.	August.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March.	April.	May.	June.
Sleeping cars.....	\$2,093 00	\$2,099 98	\$2,325 66	\$2,727 83	\$1,447 33	\$1,319 60	\$1,061 26	\$971 12	\$1,394 93	\$1,292 15	\$1,464 60	\$1,885 90
Storage and dockage.....	654 79	478 26	496 27	496 27	387 39	215 77	4,139 35	13,878 80	4,211 06	10,528 48	14,415 00	1,495 10
Rent of property.....	13,012 50	10,694 11	11,918 18	12,186 71	13,704 75	21,065 02	6,375 00	6,375 00	6,375 00	6,375 00	14,564 01	14,973 49
Mails.....	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00	6,375 00
Extra baggage.....	140 40	132 60	132 60	132 60	132 60	114 75	68 40	200 40	200 40	231 10	195 30	181 85
Express.....	12,556 63	14,735 14	13,108 28	2,635 00	18,513 36	13,272 61	7,135 00	10,437 78	9,771 29	10,363 33	10,516 12	12,485 91
Total.....	\$34,832 32	\$35,160 84	\$33,836 53	\$34,563 46	\$40,623 03	\$42,362 75	\$18,739 01	\$31,863 10	\$21,952 48	\$28,790 06	\$33,530 03	\$37,397 25

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger trains—partly estimated.....	\$216,762 26
For running and management of freight trains—partly estimated.....	607,612 76
For motive power and cars	915,674 83
*For maintenance of way, including repairs and renewals of iron and bridges.....	1,001,452 65
For all other expenses for maintenance of way, repairs, fencing.....	39,490 20
Station expenses.....	602,429 35
General expenses.....	231,688 37
Damages by fire and loss of freight.....	108,447 76
Insurance.....	32,021 78
Repairs of Lake Shore protection	23,029 35
Salaries and legal expenses	175,572 95
Transit steamer, elevator expenses, etc.....	34,280 64
Total operating expenses.....	\$3,987,452 90

GENERAL EXPENSES.

State taxes, calculated to June 30.....	\$451,750 96
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ADDITIONAL EXPENSES.

For interest, dividends and taxes on same—included in net results given.....	\$1,530,807 50
Construction account for the year.....	314,801 57
Additional equipment during the year.....	245,866 49

FUEL CONSUMED.

Cords of wood consumed.....	7,187½
Tons of coal consumed.....	155,369

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles	4½ cents.
Highest rate per mile for distances from ten to fifty miles.....	4 1-10 to 4½c.
Highest rate per mile for distances from fifty to one hundred miles.....	4 to 4 1-10
Highest rate per mile for full length of line in Illinois.....	3½c.
Average rate per mile for through passengers during the year.....	No record.
Average rate per mile per passengers during the year ending Dec. 31, 1871.....	3 59-100c.

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs., for shortest distance.....	18	16	12	9	10
Highest rate per mile per 100 lbs., for 5 to 20 miles.....	1 3-20	1	85-100	65-100	5-10
Highest rate per mile per 100 lbs., for 20 to 50 miles.....	76-100	64-100	55-100	42-100	26-100
Highest rate per mile per 100 lbs., for 50 to 100 miles.....	62-100	53-100	44-100	35-100	2-10
Highest rate per mile per 100 lbs., for whole length of line in Illinois.....	197-1000	175-1000	142-1000	130-1000	87-1000

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals	lbs. 1,212,452,840
Agricultural products, except grain.....	“ 117,462,000
Flour.....	“ 97,175,000
Provisions.....	“ 23,086,110
Manufactures.....	“ 29,498,050
Animals.....	“ 248,061,500
Lumber and forest products	“ 304,854,000
Coal.....	“ 611,010,000
Merchandise and other articles	“ 1,000,220,000

GENERAL BALANCE SHEET, 1st JULY, 1872.

Assets.	Amount.	Liabilities.	Amount.
Permanent expenditures.....	\$23,902,987 55 8,913,596 91 890,093 92 819,201 62 2,630,000 00	Capital Stock.....	\$25,450,690 00 16,190 00
Interest and Dividend Account.....		Canceled Bond Scrip.....	
Net Assets.....		Seven Per Cent. Construction Bonds, due April 1, 1875..	\$3,058,000 332,000
Working Stock Supplies.....		Six Per Cent. Construction Bonds, due April 1, 1875.....	
Construction Bond Fund.....		Currency Redemption.....	2,500,000 2,500,000
		Sterling Redemption.....	
	\$47,155,880 00	Bonds canceled by Land Department.....	8,390,000 00 13,299,000 00
		
			\$47,155,880 00

STATE AND LOCAL AID.

Nothing received.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc., what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The "American Merchants' Union Express Company" only, run on the road on the following terms: For carrying a daily average of 1,500 pounds over the road, the payments were \$3.75 per day. Any excess of this weight is paid for at once and a half of first class freight rates. Express matter carried on extra trains not included in regular contract, once and a half first class rates. The kind of business done by them is that usually done by express companies. We take their freight at the depot.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their companies or their freight given any preference in speed or order of transportation, and if so, in what particular?

All Freight and Transportation Companies having business at any point on this road are allowed to run upon it, they paying for such service at the usual rates. We give them no preference in speed or order of transportation. The usual rates referred to are as per tariff sent.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Sleeping cars owned by this company are run on all night trains; the charges made for berths are somewhat less than those usually made being \$1.50 to \$2.00 per night.

U. S. MAIL.

What is the compensation paid by the U. S. Government for the transportation of its mails, and on what terms of service?

Chicago to Centralia 12 times a week each way, \$100 per mile per annum, Centralia to Cairo, \$150 per mile per annum. Centralia to Dunleith (12 times a week), \$100 per mile per annum.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Charter of Illinois Central Railroad Company is dated February 10, 1851.

Q. Names of original companies and of consolidated companies?—A. Illinois Central Railroad Company.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. First amendment, Feb. 17, 1851; second amendment, Feb. 28, 1854; third amendment, Feb. 14, 1855.

Q. Dates of original organization of the companies now represented?—A. March 19, 1851.

Q. Dates of consolidation of various companies?—A. No consolidations.

Q. Amount, number and date of original mortgages?—A. April 1, 1851, six per cent. construction, \$4,115,000; April 1, 1851, seven per cent. construction, \$12,885,000; Feb. 1, 1864, currency redemption, \$2,500,000; Oct. 1, 1864, sterling redemption, \$2,500,000. Total, \$22,000,000.

Q. Date of the foreclosure and sale under which the road is now held?—A. No foreclosure or sale has occurred.

Q. Amount of mortgage on which sale was made, and amount for which the road sold?—A. No sales.

Q. Amount of capital stock extinguished by the mortgage sale, also the amount of floating debt extinguished?—A. No extinguishment of capital.

Q. Amount of junior mortgages extinguished or reduction by reason of mortgage sale?—A. No junior mortgages extinguished or reduced by rates.

Q. Amount and date of existing mortgages and rate of interest on each?—A. Seven per cent. construction bonds, due April 1, 1875, \$3,058,500; six per cent. construction bonds, due April 1, 1875, \$332,000; six per cent. currency redemption, due April 1, 1870, \$2,500,000; six per cent. sterling redemption, due April 1, 1875, \$2,500,000. Total, \$8,390,500.

Q. Amount of preferred stock and rate of preference and for what issued?—A. This company has no "preferred stock."

Q. Amount of common stock now outstanding?—A. \$25,447,140.

Q. Amount of stock issued as stock dividends and dates of issue?—A. No stock dividends made since the passage of the act establishing a Board of Railroad and Warehouse Commissioners.

Q. Rate and date of all cash dividends on stock of original company?—A. Five per cent. February and August of each year for the past seven years.

Q. Date when construction was commenced?—A. May 14, 1851.

Q. Date when each division was put in operation and length and termini of each?—A. The road was completed in 1856. Sections of the line were operated as fast as completed, from time to time.

Q. Date when the whole road was put in operation and termini?—A. September 27, 1856, the last rail was laid, completing 705.50 miles—Chicago to Cairo, Centralia to Dunleith.

Q. Date of construction, name, length and termini of each branch line?—A. January 8, 1855, Main Line, 308.99: Cairo to LaSalle. June 12, 1855, Galena Branch, 146.73: LaSalle to Dunleith. September 27, 1856, Chicago Branch, 249.78: Chicago to Junction.

Q. Roads operated under lease; length and termini, also term of lease?—A. None in Illinois.

Q. Gross earnings for each year on all lines operated?—A. We operate no roads in Illinois except the Illinois Central proper, earnings of which are stated.

What running arrangements have you with other railroad companies, setting forth the contracts for same?

1. With Michigan Central Railroad Company, for their use of 14 miles of track of this company, between Calumet and Chicago, for which they pay a fixed rate on each of several classes of passengers, and a per centage of their receipts from freight, express freights, and mail transported between Chicago and Calumet.

2. With the Toledo, Peoria and Warsaw Railroad Company, for use of 53 miles of their road between Gilman and El Paso for freight trains, for which we pay them an amount minimum rent of \$50,000, or a maximum rent of \$75,000, according to the amount of business done.

3. With the Chicago, Burlington and Quincy Railroad Company, for use by them of the track between Lake and 16th street, and a portion of the passenger depot in Chicago; for which use they pay this company twelve thousand dollars per annum.

This company transacts joint business with all connecting lines of railway on the usual terms.

ACCIDENTS TO PERSONS.

BY THEIR OWN MISCONDUCT OR WANT OF CAUTION.

July 1, 1871. One person injured at Chicago. Stepped on track just in front of engine.

July 8, 1871. One passenger injured at Bloomington. Stepping from train in motion.

July 24, 1871. One employee injured at Van Buren street. Jumping from train, struck switch target.

August 4, 1871. One employee injured at Mattoon. Coupling.

August 8, 1871. One person injured at LaSalle. Stealing ride on tender bunter, and jumping off fell into a cattle-guard.

August 16, 1871. One person injured at Lena. Boy, on top of cars. Fell on cars while switching.

August 14, 1871. One passenger killed at Maroa. Insane, and jumped from sleeping car window.

August 17, 1871. One employee injured at Monee. Climbing around mail car on foot-board, leaned too far out and was struck by car on side track.

August 21, 1871. One employee killed at Chebanse. Switching, and in getting off train came in contact with coal shaft and fell under the car.

August 20, 1871. One person killed at Chicago Passenger Depot. Unknown.

August 22, 1871. One person killed at Onarga. Man tried to cross ahead of train.

August 27, 1871. One person injured at Mattoon. Intoxicated, and tried to get on train in motion.

August 31, 1871. One person injured at Tolono. Boy, got on train to ride to station, and fell under.

August 3, 1871. One person killed at Sublette. Attempted to cross ahead of engine.

September 5, 1871. Two person injured at DuQuoin. Girls, standing on head block, while cars were being put on side track.

September 26, 1871. One person injured at Neoga. Boy, attempted to get on train while in motion.

September 22, 1871. One employee injured at Chicago. Coupling cars.

September 23, 1871. One person killed at Vandalia. Suicide.

October 19, 1871. One person killed at Chicago. Attempted to cross track by passing under cars.

October 15, 1871. One person killed at Amboy. Intoxicated, laying on track.

October 23, 1871. One employee injured at Paxton. Coupling cars.

August 1, 1871, One person injured at Dongola. Attempting to unload a plate of boiler iron from express car while in motion.

November 4, 1871. One person injured at Decatur. Intoxicated. Both feet crushed under switching engine.

November 15, 1871. One person killed at Bloomington. Boy, jumped on train for a ride, and while climbing from a platform car to a box car, supposed to have fallen on track.

- November 21, 1871. One person injured at Chebanse. Intoxicated, and fell on track in front of the engine.
- November 20, 1871. One person killed at Menominee. Intoxicated, and walked on track.
- December 1, 1871. One employee injured at Cairo. Coupling.
- December 1, 1871. One employee killed at Ullen. Breakman lost his hold while climbing on car, and fell on track.
- December 14, 1871. One person killed at Monee. Boy, attempted to jump on track while train was in motion.
- December 2, 1871. One person injured at Sigel. Intoxicated, and standing to get on train, fell between platform and car.
- December 7, 1871. One employee injured at Pana. Attempted to step from chute of cattle pen to train while passing, and stepping on gangway it tilted.
- November 1, 1871. One person injured at Chicago. Walking on track in yard, was struck by switch engine backing up, but was not seen by engineer.
- November 1, 1871. One employee injured at Gilman. Coupling cars.
- December 11, 1871. One employee killed three miles south of Centralia. Explosion of engine.
- December 26, 1871. One person killed at Manteno. Jumped or fell from train.
- December 30, 1871. One employee injured at DuBois. Switching.
- December 1, 1871. One employee injured at Scott Creek bridge. Engine ran into another train, and the man lost a leg; was jumping off from engine, slipped and fell.
- January 3, 1872. One employee injured at Amboy. Tender passed over his feet.
- January 15, 1872. One employee injured at Amboy. Coupling cars.
- January 17, 1872. One employee injured at Tolono. Brakeman, caught between train and cars on side track.
- March 1, 1872. One employee injured at Gilman. Coupling cars.
- March 5, 1872. One person killed at Centralia. Man walking on track. Was very deaf and did not hear the whistle.
- March 5, 1872. One person killed between Effingham and Watson. Man intoxicated. Lying by track, struck by engine.
- March 7, 1872. One employee killed at Chicago. Uncoupling cars. Slipped and fell under the train.
- March 16, 1872. One person injured at Chicago. Boy, attempting to get on train in motion.
- March 8, 1872. One employee killed at Tonica. Caught between cars while coupling.
- March 25, 1872. One employee injured at Cairo. Coupling cars.
- April 5, 1872. One person killed at Neoga. Attempted to cross the track. Was struck by cars being put on side track.
- April 30, 1872. One person injured at Milton. Fell under train.
- May 3, 1872. One person killed at Chicago. Unknown man tried to get on engine. Slipped and fell under.
- May 22, 1872. One employee killed north of Peotone. Broken rail. Was setting brakes; got foot caught between cars.
- May 6, 1872. One person injured at South Park. Tried to get on running train, and fell between baggage car and coach.
- May 16, 1872. One person killed at Michigan Avenue. Boy, climbing on cars and fell off.
- May 27, 1872. One employee injured at Arcola. Coupling cars.
- May 27, 1872. One employee injured at Chebanse. Fell from top of train.
- May 31, 1872. One employee killed at Arcola. Fell under train while coupling.
- May 24, 1872. One person injured half mile south of Effingham. Man sitting on end of tie.
- May 25, 1872. One employee injured at Odin. In coupling cars, caught across shoulders.
- June 4, 1872. One employee injured at Wenona. Putting pin between cars and tender, stepped into cattle guard, and fell with arm across the rail.
- June 21, 1872. One person injured two miles north of Assumption. Intoxicated. Sitting on end of tie, step of engine struck him.
- June 11, 1872. One employee killed south of Tuscola. Riding on hand car. Head crushed by lever.
- June 11, 1872. One person injured at Tuscola. Coupling cars on his own responsibility.

BECAUSE OF CAUSES BEYOND THEIR OWN CONTROL.

- October 30, 1871. One person injured at mile 151. Guy rope of derrick broke, letting derrick fall, and crank caught man on the foot.
- December 11, 1871. Two employees killed three miles south of Centralia. Explosion of engine.
- January 29, 1872. One employee injured at Calumet. Truck under engine 190 broke. Fireman got bruised.

January 2, 1872. One employee injured at Fairview. Fearing an impending collision, engineer jumped off.

February 9, 1872. One employee injured at El Paso. Broken rail. Cars ran off the track, throwing him under the train.

February 13, 1872. One person injured at Mattoon. Woman, walking on track. Engine whistled, but she would not get off the track.

February 15, 1872. Two employees injured at Big Muddy. Bridge over Big Muddy fell while train was passing over it.

February 15, 1872. One passenger injured at Big Muddy. Bridge fell. Same as above.

February 29, 1872. One employee injured at Kankakee. Setting up brake. Dislocated bone in hand.

May 22, 1872. One passenger injured north of Peotone. Broken rail.

State of Illinois, County of, ss.

John Newell, President, and W. K. Ackerman, Treasurer of the Illinois Central Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

JOHN NEWELL,
W. K. ACKERMAN.

Subscribed and sworn to before me this day of September, A. D. 1872.

[SEAL.]

PETER DAGGY,
Notary Public.

REPORT

OF THE

ILLINOIS AND ST. LOUIS RAILROAD AND COAL COMPANY.

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.

Adolphus Meier, President	
J. S. McCune, 1st Vice-President.....	
P. J. Burke, Secretary and Treasurer.....	
W. K. McComas, General Superintendent.....	
A. G. Gibson, General Ticket and Freight Agent.....	

Names of Directors.

Address-

Adolphus Meier.....	
J. S. McCune.....	
Robt. Campbell.....	
J. W. Branch.....	
N. Shaeffer.....	St. Louis, Mo.
James Clark.....	
John A. Lackey, (Attorney J. G. Copelin).....	
Jos. Ogle.....	Belleville, Ills.
Russell Hinckley.....	"
H. Abend.....	"
G. A. Koerner.....	"
John Oberlist.....	"
B. F. Switzer.....	"
Dr. P. V. Schuck.....	Peoria, Ills.
Geo. Davis.....	East St. Louis, Mo.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND PAID IN, AND BY WHOM.

Subscriber.	Amount.	Subscriber.	Amount.
J. S. McCune	\$65, 400	W. M. McPherson	\$1, 000
Robert Campbell.....	56, 000	J. S. Weston.....	1 000
J. H. Landerman.....	41, 600	J. N. Frank.....	1, 000
G. F. Filley.....	41, 600	J. K. Cummings.....	900
A. W. Fagin.....	41, 600	H. Hitchcock.....	800
Adolphus Meier.....	40, 000	J. G. Copelin.....	600
J. D. Locke.....	40, 000	Chas. McClelland.....	500
Lee Claflin.....	32, 000	Stillwell, Powell & Co.....	500
B. Kline.....	32, 000	C. G. Stiefel.....	300
R. J. Lockwood.....	19, 200	City of Belleville.....	25, 000
J. A. Yeatman.....	32, 000	Dr. P. V. Schanck.....	100
James Clark.....	24, 000	G. W. Davis.....	100
R. Setteed.....	16, 000	S. E. Ward.....	16, 000

CAPITAL STOCK SUBSCRIBED.—Continued.

Subscriber.	Amount.	Subscriber.	Amount.
Branch, Crooky & Co.....	\$8,000	R. Hinckley.....	\$100
Wayman, Crow.....	8,000	G. A. Koerner.....	100
Jas. Punnett.....	8,000	Jas. Ogle.....	100
J. F. Mills.....	8,000	B. F. Switzer.....	100
John How.....	5,600	H. Abend.....	100
Jas. Archer.....	3,200	John Oberlist.....	100
E. A. and I. R. Filley.....	1,600	Mrs. E. C. Copelin.....	13,200
S. C. Greely.....	1,600	J. M. Roe.....	13,900
N. Schaffer.....	1,600	Martha M. Roe.....	13,900
H. Stogg.....	1,600		
		Total stock paid in and subscribed..	\$618,000

DEBTS.

FUNDED DEBT.

First Mortgage Bonds (Due 1873, bear interest at 10 per cent., which is payable June and December), amount.....	\$40,000
Second Mortgage Bonds (Due 1874, bear interest at 10 per cent., which is payable June and December,) amount.....	320,000
Third Mortgage Bonds, (Due 1891, bear interest at 10 per cent., which is payable March and September), amount.....	300,000
Total Funded Debt.....	\$660,000

FLOATING DEBT.

The amount of Debt not secured by Mortgage.....	\$260,260
Total Funded and Floating Debt.....	\$920,260
Total amount of paid up Stock and Debt	\$1,538,260

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

Total estimated value of road and equipment, and all appurtenances thereto belonging	\$1,538,260
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COST OF CONSTRUCTION AND EQUIPMENT.

Total cost of construction and equipment, and all appurtenances thereto belonging.....	\$1,538,260
--	-------------

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track	15
Branches:—None.	

GAUGE.

What is the gauge of your lines?.....	4 feet 8½ inches.
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MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872	32,400
“ “ “ freight “ “ “ “ “ “	27,000
Total mileage.....	59,400

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains	22
Schedule rate of same, including stops	Various.
The highest rate of speed allowed for mail and accommodation trains.....	22
Schedule rate of same, including stops	Various.
The highest rate of speed allowed for freight trains	22
Schedule rate of same, including stops.....	Various.

EQUIPMENT.

Number of Locomotives of more than 30 tons weight, exclusive of tender	2
Number of Locomotives of more than 20 tons weight, exclusive of tender	2
Number of passenger cars.....	3
Number of express and baggage cars	1
Number of box freight cars.....	12
Number of other cars, as follows : Coal cars.....	100

BRIDGES AND TRESTLES.

Wooden trestles, 1—366 feet, completed in 1870.

MONTHLY EARNINGS FROM ALL SOURCES, RESPECTIVELY.

Freight.....	\$57, 126 60
Express.....	6, 420 72
Passenger.....	12, 808 50

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

GENERAL EXPENSES.

Total general expenses.....	\$72, 551 24
Gross earnings.....	76, 355 82
Difference.....	3, 804 58

STATE AND LOCAL AID.

Subscriber.	Character of subscription.	When issued to your Co.	Amount.	Principal payable.	Rate of interest.	Interest payable.
City of Belleville.	25 bonds.	Aug. 6, 1870.	\$25, 000	1890	8 per cent.	Annually.

City Subscription \$25, 000

Total aid..... \$25, 000

EXPRESS COMPANIES.

What express companies run on your road, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

Our own.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

None.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. The original charter was granted to the St. Clair Railroad Company, February 26, 1841.

Q. Date of all amendments to charters of original roads and to consolidated roads?—A. Changed to name of the Pittsburgh Railroad and Coal Company, February 18, 1859.

Q. Dates of consolidation of various companies?—A. Changed to name of the Illinois and St. Louis Railroad and Coal Company, February 16, 1865.

ACCIDENTS TO PERSONS.—None.

State of Illinois, County of....., ss.

P. T. Burke, Secretary of the Illinois and St. Louis Railroad and Coal Company, being duly sworn, deposes and says that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, 1872, to the best of my knowledge and belief.

[SEAL.]

P. T. BURKE,
Secretary

Subscribed and sworn to before me this 7th day of October, A. D., 1872.

[SEAL.]

D. G. JONES,
Notary Public.

REPORT

OF THE

INDIANAPOLIS, BLOOMINGTON AND WESTERN RAILROAD CO.,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.
B. E. Smith, President.....	Columbus, Ohio.
Clark R. Griggs, First Vice President.....	Urbana, Illinois.
A. P. Lewis, Secretary and Treasurer.....	" "
C. W. Smith, General Manager.....	" "
A. Bradley, Superintendent.....	" "
Jno. W. Brown, General Ticket Agent.....	Indianapolis, Indiana.
H. C. Diehl, General Freight Agent.....	" "

Total salaries paid to officers.....	\$20,000 00
Proportion for Illinois.....	12,600 00
General offices at Urbana, Illinois.	

Names of Directors.	Address.
D. T. Thompson.....	Pekin, Illinois.
H. Conkling.....	Bloomington, Illinois.
W. G. McCord.....	Farmer City, "
L. J. Bond.....	Monticello, "
W. H. Smith and C. R. Griggs.....	Urbana, "
John C. Short.....	Danville, "
Geo. Neleker.....	Covington, Indiana.
S. C. Willson.....	Crawfordsville, "
R. E. Smith and Wm. Dennison.....	Columbus, Ohio.
W. W. Phelps and Robert Turner.....	New York City.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Total Capital Stock subscribed.....	\$5,003,700 00
Proportion for Illinois.....	3,052,331 00

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Total Stock paid in.....	\$5,003,700 00
Proportion for Illinois.....	3,052,331 00

DEBTS.

FUNDED DEBT.

First Mortgage Sinking Fund Bonds (due Oct. 1, 1909, bear interest at 7 per cent., gold, which is payable 1st April and October, each year), amount.....	\$5,000,000 00
Second Mortgage Bonds (due October 1st, 1890, bear interest at 8 per cent. c'y, which is payable July and January 1st), amount.....	1,500,000 00
Total Funded Debt.....	\$6,500,000 00
Proportion for Illinois.....	\$4,095,000 00

FLOATING DEBT.

The amount of debt not secured by mortgage.....	\$177,276 00
Total funded and floating debt.....	6,677,276 00
Total amount of paid up stock and debt.....	11,680,976 00
Proportion for Illinois.....	\$7,359,011 88

COST AND VALUE OF ROAD AND EQUIPMENT.

Total estimated value of road and equipment.....	\$11,653,178 80
Proportion for Illinois.....	7,341,502 54

CHARACTERISTICS OF ROAD.

LENGTH OF LINE IN ILLINOIS—MILES.

Main Line:	
Length of single main track.....	132 9-10
“ double “ “	None.
Total.....	132 9-10
Side Tracks:	
Aggregate length of sidings and other track not above enumerated.....	14 5-10
Total length of track.....	147 4-10

GAUGE.

What is the guage of your lines?.....	4 feet 8½ inches
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MILEAGE.

Number of miles run by passenger trains during the year ending June 30th, 1872.....	350,002
“ “ “ freight “ “ “ “ 1872.....	716,769
“ “ “ construction and all other trains during the year ending June 30, 1872.....	97,561
Total mileage.....	\$1,164,332
Proportion for Illinois.....	733,529

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains.....	35
Schedule rate of same, including stops.....	25
The highest rate of speed allowed for freight trains.....	15
Schedule rate of same, including stops.....	10

EQUIPMENT.

Number of locomotives of more than 40 tons weight, exclusive of tender.....	None.
“ “ “ 30 “ “ “ “	32
“ “ “ 20 “ “ “ “	8
“ “ “ 10 “ “ “ “	None.
“ passenger cars.....	19
“ express and baggage cars.....	9
“ box freight cars.....	666
other cars, as follows: Stock, 74; Coal, 143; Flat, 71; Cattle, 18.....	306
	1,040
Proportion for Illinois.....	655

BRIDGES AND TRESTLES.

Location.	Number and kind.	Length in feet.	When completed.
Illinois Division.....	28 Trestle.....	2,772	} 1869, 1870 and 1871
" ".....	1 Howe Truss.....	690	
" ".....	1 ".....	550	
" ".....	1 ".....	1,470	
" ".....	12 Pile.....	480	
	43	5,817	

What railroads cross your road at grade in this State, and at what locality?

Danville, T. W. and W. C., D. and V., E. T. H. and C. R. R. at section 4, township 19, range 11 West.

Champaign, Illinois Central R. R., at section 7, township 19, range 9 East.

Farmer City—G., C. and S. R. R., at section 28, township 21, range 5 East.

Bloomington—Illinois Central R. R., at section 15, town 23, range 2, East.

" " C. and A. R. R. (two crossings), at section 5, town 23, range 2 East.

What regulations govern your employees in regard to these crossings?

All trains come to a full stop.

How many miles of iron rail, and how many of steel, have you in use, and what is their relative durability, practicability of use, and value, as used on your road?

All iron rail.

FENCING.

How many miles of fencing have you on your road?.....About 40 miles.
 What was the average cost per rod?.....\$1 25
 The total cost of same?.....About 20,000 00
 What is the average cost per mile per year for repairing same?.....40 00
 How many miles of hedge have you on your road?.....4 miles.
 From what plant was it grown?.....Do not know.
 How many miles of the hedge is effective fencing?.....4 miles.

EARNINGS AND EXPENSES OF THE INDIANAPOLIS, BLOOMINGTON AND WESTERN RAILROAD COMPANY, JULY 1, 1871, TO JULY 1872—ONE YEAR.

EARNINGS FROM—	July, 1871.	Aug. 1871.	Sept. 1871.	Oct. 1871.	Nov. 1871.	Dec. 1871.	Jan. 1872.	Feb. 1872.	Mar. 1872.	April 1872.	May 1872.	June 1872.	Total.
Freight.....	\$40,257 16	\$57,250 02	\$61,252 05	\$54,824 82	\$66,416 41	\$62,848 67	\$70,568 58	\$69,248 90	\$71,613 03	\$73,295 14	\$90,800 62	\$67,086 31	\$794,491 71
Passengers.....	27,379 20	33,938 24	36,828 18	41,105 05	28,839 14	27,533 72	27,751 53	27,244 30	33,032 93	37,146 48	31,273 52	33,475 43	386,147 63
Express.....	465 03	458 93	458 18	520 00	549 40	569 24	540 00	500 00	520 00	525 95	540 00	500 00	6,146 73
Mail.....	843 75	843 75	843 75	843 75	843 75	843 75	843 75	843 75	843 78	843 75	843 75	843 75	10,125 00
Miscellaneous.....	2,092 94	1,894 65	771 83	966 35	1,586 08	3,035 18	3,457 02	5,481 40	4,327 01	5,228 56	4,734 73	2,094 69	36,625 44
Total	\$80,068 08	\$94,365 59	\$100,154 00	\$98,259 97	\$98,224 78	\$94,830 56	\$103,160 88	\$103,318 25	\$100,936 72	\$117,039 88	\$128,192 62	\$104,955 18	\$1,233,536 51
Net.....	11,428 98	36,283 59	41,028 51	30,081 22	40,259 22	22,211 86	29,334 83	35,119 40	51,133 75	57,044 55	55,424 85	38,833 08	448,233 84
Proportion of Earnings for Illinois—63 per c. of the whole.	50,442 80	59,402 92	63,097 02	61,903 78	61,887 91	59,743 25	64,991 35	65,090 50	69,890 13	73,735 12	80,761 35	66,121 76	777,128 00
EXPENSES FOR—													
Conducting Transportation.....	\$16,542 16	\$17,863 54	\$19,700 16	\$21,907 81	\$17,580 35	\$25,248 72	\$23,173 52	\$25,473 34	\$17,927 11	\$16,556 20	\$21,595 44	\$20,764 96	\$244,343 26
Motive power.....	19,073 98	20,035 01	19,944 57	19,411 93	21,133 44	25,268 91	25,923 07	34,282 21	23,849 11	22,828 68	24,078 90	21,913 89	297,743 88
Maintenance of cars.....	4,600 82	7,306 73	4,895 40	7,228 84	5,589 83	6,832 33	8,432 99	7,532 37	3,897 13	5,487 14	7,035 90	5,724 21	74,533 89
Maintenance of way.....	12,526 49	11,188 58	11,247 34	11,411 20	11,223 54	12,716 89	11,450 50	8,273 88	9,645 08	11,160 09	11,973 93	13,968 45	136,785 97
General expenses, ..	15,895 65	1,708 14	3,338 02	8,218 97	2,428 40	2,521 85	4,845 97	2,616 85	4,574 54	3,963 04	8,083 60	3,700 64	61,895 67
Total	\$68,639 10	\$58,102 00	\$59,125 02	\$68,178 75	\$57,975 56	\$72,618 70	\$73,826 05	\$68,198 85	\$59,802 97	\$59,995 33	\$72,767 77	\$60,072 10	\$785,302 67
Proportion for Illinois—63 per cent....	43,242 63	36,604 26	37,249 06	42,952 61	36,524 60	45,749 78	46,510 41	42,965 28	37,675 87	37,797 06	45,843 69	41,625 42	494,740 68

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles ?.....	4	cents.
Highest rate per mile for distances from ten to fifty miles ?.....	4	"
Highest rate per mile for distances from fifty to one hundred miles ?.....	4	"
Highest rate per mile for full length of line in Illinois ?.....	4	"
Average rate per mile for through passengers during year.....	23	"
Average rate per mile for local passengers during year.....	4	"

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance.....	19	15	12	10	8
" " mile per 100 lbs. for 5 to 20 miles. ..	15-20	1 1-20	15-20	13-20	11-20
" " " " 20 to 50 " " ..	37-50	30-50	23-50	18-50	15-50
" " " " 50 to 100 " " ..	48-100	39-100	33-100	26-100	21-100
" " " " whole length of line in Illinois.	55-130	45-130	39-130	33-130	23-130

Average rate per mile per 100 lbs. for through freight.....	About 1-26 c.
" " " " local " " ..	" " ½ c.
Amount of through freight carried in year ending June 30, 1872.....	99,407 tons.
Amount of local " " " " ..	282,233 "
Total.....	381,640 "
Proportion for Illinois—63 per cent.	240,433 ½ "

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals; Agricultural products, except Grain; Flour; Provisions; Manufactures; Animals; Lumber and forest products; Coal; Merchandise and other articles ?.....	762,282,287 16
Proportion for Illinois—63 per cent.....	482,177,840

STATE AND LOCAL AID.

Subscriber.	Amount.	Principal payable.	Rate of interest.
Danville.....	\$70,000	10 years.	10 per cent.
St. Joseph.....	25,000	10 "	"
Urbana.....	100,000	10 "	"
West Urbana.....	75,000	10 "	"
Middletown.....	50,000	10 "	"
Blue Ridge.....	40,000	20 "	"
Santa Anna.....	50,000	10 "	"
West.....	10,000	10 "	"
Empire.....	75,000	20 "	"
Downs.....	10,000	10 "	"
Bloomington.....	100,000	20 "	"
Danvers.....	30,000	8 "	"
Mackinaw.....	18,000	10 "	"
Fremont.....	12,000	10 "	"
Elm Grove.....	7,000	10 "	"
Pekin.....	15,000	20 "	"
City of Pekin.....	50,000	5 "	"
Tazewell County.....	100,000	5 "	"
Urbana City.....	5,000	10 "	"
	\$842,000		

Amount of State aid.....	None.
Amount of town and city subscription.....	\$842,000
Total aid.....	\$842,000

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.: what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The United States Express Company—average of one and one-half first class rates. Doing a general package and express business, and taking the same to and from their offices.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.: do they use the cars of your company, or those furnished by themselves; and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

All lines; and in cars owned by all railroads over which such transportation companies are doing business. No preference shown them.

SLEEPING CARS.

Do sleeping or dining room cars run on your road; and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Pullman's Palace Sleeping and Drawing-room coaches. Contract with the Pullman Palace Car Company.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

Fifty dollars per mile.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of all amendments to charters of original roads and to consolidated roads?—A. The Indianapolis, Bloomington and Western Railway Company was formed by the consolidation of the Danville, Urbana, Bloomington and Pekin Railroad Company, and the Indianapolis, Crawfordsville and Danville Railroad Company.

Q. Dates of consolidation of various companies?—A. Consolidation took place July 20, A.D. 1869.

Q. Date of the foreclosure and sale under which the road is now held?—A. Has been none.

Q. Amount of preferred stock and rate of preference, and for what issued?—A. None.

Q. Amount of common stock now outstanding?—A. \$5,003,700 00.

Q. Amount of stock issued as stock dividends and dates of issue?—A. None.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. None.

Q. Date when construction was commenced?—A. 1868.

Q. Date when each division was put in operation, and length and termini of each?—A. Can not say.

Q. Date when the whole road was put in operation, and termini?—A. October 1st, 1870.

Q. Date of construction, name, length and termini of each branch line?—A. No branches yet completed.

Q. Roads operated under lease; length and termini, also term of lease?—A. None.

ACCIDENTS TO PERSONS.

November 23, 1871. Geo. Dixon, injured at St. Joe; caught between cars.

April 2, 1872. R. H. Roberts, injured at Farmer City; coupling cars—hand smashed.

June 1, 1872. M. M. Flanagan, injured at Mansfield; coupling cars—lost his arm.

November 24, 1871. W. N. Young, injured at Mansfield.

April 13, 1872. M. J. Lawrence, injured at Farmer City; coupling cars—hand smashed.

May 23, 1872. C. McCamon, injured at Farmer City; coupling cars—arm broken.

July 27, 1871. Ed. Miller, injured at Danville; wrist dislocated.

Sept. 17, 1871. J. F. Hale, killed at Downs, run over.

John Warner, slightly injured at I. C. R.R. Crossing; walking on track reading paper; man was deaf.

April 18, 1872. J. Mosher, injured at Hope Mine; engine run into wagon.

W. Beckwith, killed at Urbana; caught his foot in frog and car ran over him.

June 2, 1872. Unknown man, killed at Danvers; found dead on track.

July 4, 1871. Martin Gonan, injured at Farmer City; on track drunk—leg off.

July 4, 1871. F. Mulci, killed at Bloomington; walking on track.

What running arrangements have you with other railroad companies, setting forth the contracts for same!—A. Rent track of the Peoria, Pekin and Jacksonville R. R. Co. between Pekin and C., B. and Q. Junction, paying therefor a monthly rental of \$2,083 33. With the C., B. and Q. R. R. for use of track and depot between lower Peoria and Peoria, paying therefor 6-10ths of 1 per cent. per mile, or $\frac{1}{2}$ cent per passenger; and for freight, 3-10ths of 1 per cent. per ton per mile.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Give the termini, length and line of road, connections and other characteristics.

This company have, in process of construction, a branch or extension, commencing at Champaign, Illinois; and running west to Keokuk and Warsaw on the Mississippi river, a distance of about 215 miles, passing through Clinton, Mason City, Lincoln, Havana, etc. The road is now completed to near Lincoln, and will be finished to Havana by January 1st, 1872—from Champaign, about 100 miles. Also, a branch from White Heath to Decatur, a distance of 40 miles. This branch is completed to Monticello, a distance of 5 1-10 miles from White Heath, and from Champaign, a distance of 20 4-10 miles.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES.

Branch road still in the hands of contractors. Have not therefore the necessary data to answer the questions under this head.

State of Illinois, County of Champaign, ss.

C. W. Smith, General Manager, and A. P. Lewis, Secretary of the Indianapolis, Bloomington and Western Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

C. W. SMITH, *General Manager.*

A. P. LEWIS, *Secretary.*

Subscribed and sworn to before me this eighth day of October, A. D. 1872.

L. A. McLEAN, *Notary Public.*

OF THE

Lessees of St. Louis, Alton and Terre Haute Railroad.

For the year ending June 30, 1872.

COST AND VALUE OF ROAD AND EQUIPMENT.

The estimated value of road bed, including iron, bridges and fencing.....	\$1,300,000
The estimated value of rolling stock and machinery.....	430,000
The estimated value of stations, other buildings and fixtures.....	255,000
The estimated value of other property.....	60,000
Total estimated value of road and equipment.....	\$2,045,000

LENGTH OF LINE.—MILES.

Length of single main track.....181 miles

Single track	4	"
Double "	1	"

Aggregate length of siding and other track not above enumerated.....	26	"
--	----	---

Total length of track.....212

What is the gauge of your line?.....4 feet, 8½ inches

Number of miles run by passenger trains during the year ending June 30th, 1872.....	414, 358
" " " freight " " " " " "	698, 246
" " " construction and all other trains during the year ending June 30th, 1872.....	29, 728
Total mileage.....	<u>1, 145, 332</u>

Schedule rate of speed allowed for express passenger trains, including stops.....	25
Schedule rate of speed allowed for mail and accommodation trains, including stops.....	22
The highest rate of speed allowed for freight trains.....	18
Schedule rate of same, including stops.....	12

EQUIPMENT.

Number of locomotives of more than 40 tons weight, exclusive of tender.....	16
Number of locomotives of more than 30 tons weight, exclusive of tender.....	30
Number of locomotives of more than 20 tons weight, exclusive of tender.....	7
Number of locomotives of more than 10 tons weight, exclusive of tender.....	34
Number of passenger cars.....	16
Number of express and and baggage cars.....	590
Number of box freight cars.....	750
Number of other cars.....	

BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Two Wood Rivers	Howe Truss.	Wood.	225	No record. Good.
Alton Junction	"	"	54	" "
East of Litchfield.....	Arch Brace.	"	100	" "
Shoal Creek.....	Arch Truss.	"	110	" "
Killebore	"	"	110	" "
Kaskaskia R.....	Howe Truss.	"	300	Nearly new.
Embaras R.....	"	"	300	"
Bush Creek.....	Burr Truss.	"	54	No record. Good.

The above bridges are 30 feet span or upwards.

Wooden bridges over 30 feet span, number of.....	0	Aggregate length.....	1,253
Stone " " " "	none	" "	
Iron " " " "	none	" "	
Wooden trestles " "		" "	1,300

In addition to the above, there are about 500 feet in the aggregate of small trestle, openings and bridges, all in good order.

What railroads cross your road at grade in this State, and at what locality?

Ill. Central Railroad, at Mattoon; Ill. Central Railroad, at Pana; S. and I. S. E. Railroad, at Pana and Tower Hill; T. W. & W. Railroad, at Litchfield; also various crossings at East St. Louis yard.

What regulations govern your employees in regard to these crossings?

Stop and see that all is clear before crossing.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety?

Have railroad track planked between, and one or two planks outside the rails. Have some sign to show the fact that there is a railroad to be crossed. The railroad track itself can hardly be mistaken for anything else by a driver of a team on the highway. Some additional upright signs may do good.

Have the driver *stop his team and see that all is clear before crossing*, and that he has time to get over safely.

How many miles of iron rail, and how many of steel have you in use, and what is their respective durability, practicability of use and value as used on your road?

All iron.

FENCING.

How many miles of fencing have you on your road?.....	160 miles
What was the average cost per rod?.....	\$1 30
What is the average cost per mile per year for repairing same?.....	\$75 to \$80
How many miles of hedge have you on your road?.....	None of value
How many miles of the hedge is effective fencing?.....	None

Explanations of above, and suggestions upon the subject of fencing:

The road has been at times all or nearly all fenced on both sides, except about stations and towns, where the track is on public ground and cannot be fenced. Some portions of the fence is lost by fire; as many as fifteen miles have been lost in one year. Nine-tenths of all the cattle killed are running at large in public highways and commons.

Months.	Transportation of through passengers.	Transportation of local passengers.	Total for transportation of passengers.	Transportation of freight.	Transportation of local freight.	Total for transportation of freight.
1871. July.....	\$15,336 62	\$13,528 58	\$28,865 20	\$40,313 40	\$39,581 22	\$79,894 62
August.....	20,975 53	15,238 25	36,213 78	45,940 70	28,285 90	84,226 60
September.....	22,857 04	15,882 22	38,739 26	53,924 19	34,984 29	88,908 48
October.....	22,829 39	17,227 59	40,056 98	44,867 21	29,593 42	84,460 63
November.....	15,707 57	12,502 72	28,200 29	48,610 43	31,698 07	80,308 50
December.....	12,954 84	12,308 22	25,263 06	43,215 62	27,205 74	70,421 36
1872. January.....	10,153 98	12,269 25	22,423 23	59,906 70	28,601 26	88,507 96
February.....	10,827 33	10,436 22	21,263 55	48,881 54	22,760 08	71,641 60
March.....	13,804 64	13,037 95	26,842 59	61,517 66	21,773 29	83,290 95
April.....	15,523 36	12,200 13	27,723 49	58,066 67	92,770 44	80,837 11
May.....	11,358 98	11,951 50	23,310 48	52,303 60	26,330 72	78,634 30
June.....	12,998 07	13,039 37	25,321 44	30,830 53	25,490 47	62,320 70
Total.....	\$184,441 35	\$159,841 70	\$344,283 05	\$603,977 95	\$349,274 88	\$953,252 83

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

[illegible]

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger trains.....	\$103,895 91
For running and management of freight trains.....	230,046 49
For motive power and cars.....	372,232 96
For all other expenses for maintenance of way.....	184,941 78

GENERAL EXPENSES.

State taxes.....	\$38,719 3
Interest on floating debt.....	424 62
Salaries of general officers.....	10,019 24
Clerks, printing, stationery, etc.....	20,400 07
Total general expenses.....	\$69,563 32
Total general and operating expenses.....	\$962,680 46
Gross earnings.....	1,422,897 00
Difference.....	\$460,216 54

ADDITIONAL EXPENSES.

Construction account for the year.....	\$43,645 18
Total general and operating expenses.....	\$962,680 46
Gross earnings.....	1,422,897 00

FUEL CONSUMED.

Cords of wood consumed.....	3,816
Tons of coal consumed.....	27,935

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	4c or a fraction over
Highest rate per mile for distances from ten to fifty miles.....	4c or a fraction over
Highest rate per mile for distances from fifty to one hundred miles.....	4c or a fraction over
Average rate per mile for through passengers during year.....	3 1-10c
Average rate per mile for local passengers during year.....	4c

FREIGHT TARIFF FOR THE YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Grain.
Highest rate per 100 lbs. for shortest distance.....	10	8	7	6
Highest rate per mile per 100 lbs. for 5 to 20 miles..	16	14	12	9
Highest rate per mile per 100 lbs. for 20 to 50 miles	23	21	17	13
Highest rate per mile per 100 lbs. for 50 to 100 miles	32	26	20	15
Highest rate per mile per 100 lbs. for whole length of line in Illinois.....	53	44	31	27

Amount of through freight carried in year ending June 30, 1872.....	286,880 tons
Amount of local freight carried in year ending June 30, 1872.....	175,609 tons
Total.....	462,489 tons

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals, including flour and grain.....	179,380
Agricultural products, except grain.....	11,797
Manufactures.....	69,418
Animals.....	63,627
Lumber and forest products.....	35,880
Coal.....	30,287
Merchandise and other articles.....	72,100
Total.....	462,489

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The American Express Company; they pay this company about ninety-five (\$95) dollars per day; they do the usual package and express goods business, taking their freight partly from their own office and partly from the railroad depots.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

The White Line, South Shore, Empire Line, Union Line, and National Line Transportation companies; they use their own cars chiefly; no preference is given to their cars.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

The Pullman Company run sleeping cars. The Railroad Company hauls their cars free, allows no mileage, and allows the sleeping car company to charge \$2 for double berths.

U. S. MAIL.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service?

Two hundred and fifteen dollars (\$215) per mile per annum for transportation of through mails and local mail between Terre Haute, Indiana, and East St. Louis, Illinois.

ACCIDENTS TO PERSONS.

..... An employee killed at Ft. Wayne. Off track.
November, 1871. An employee injured; hand bruised.
January 16, 1872. An employee injured; hand bruised.
April 10, 1872. An employee killed; brakeman.
May 24, 1872. A boy killed. Running on car.
May 31, 1872. An employee injured; bruised badly.
March 3, 1872. An employee injured; brakeman lost his hand.
June, 1872. Man killed. On track in night, drunk.

What running arrangements have you with other railroad companies, setting forth the contracts for same?

The usual running arrangements made by railroads with their connecting lines. These arrangements are general, except as regards the contracts with the Indianapolis and St. Louis Railroad Company.

State of Indiana, County of Marion, ss.

E. W. Woodward, President of the Indianapolis and St. Louis Railroad Company, (lessees of the St. Louis, Alton and Terre Haute Railroad), being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief. (Signed)

[SEAL]

E. W. WOODWARD, *President I. & St. L. R. R. Co.*

Subscribed and sworn to before me, this 26th day of September, A. D. 1872.

[SEAL]

WM. SULLIVAN,

Notary Public in and for Marion County, Indiana.

REPORT

OF THE

LAKE SHORE AND MICHIGAN SOUTHERN R'Y CO.,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
Horace F. Clark, President.....	New York.....	No Salary.
Augustus Schell, Vice President.....	".....	"
Geo. B. Ely, Secretary and Assistant Treasurer.....	Cleveland.....	\$7,000
Jas. H. Banker Treasurer.....	New York.....	No Salary.
J. H. Devereux, General Manager.....	Cleveland.....	12,500
Charles Paine, General Superintendent.....	".....	8,000
Chas. Collins, Chief Engineer.....	".....	8,000
J. W. Cary, General Ticket Agent.....	".....	3,500
A. Hills, General Freight Agent.....	".....	6,000
General offices at Cleveland, Ohio.		

Names of Directors.	Address.
Horace F. Clark.....	New York.
Augustus Schell.....	"
James H. Banker.....	"
Azariah Boody.....	"
William Williams.....	Buffalo, N. Y.
Henry B. Payne.....	Cleveland, O.
Amasa Stone, Sr.....	"
Stillman Witt.....	"
Wm. L. Scott.....	Erie.
Chas. M. Reed.....	"
John A. Tracy.....	"
Albert Keep.....	Chicago.
William D. Bishop.....	Bridgeport, C.

CAPITAL STOCK.

Total stock paid in.....	\$35,000,000
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COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of road bed, including iron, bridges and fencing, 14 miles, at \$40,000 per mile.....	\$560,000 00
The estimated value of rolling stock and machinery, 14 miles, at \$6,000 per mile.....	84,000 00
The estimated value of stations, other buildings and fixtures, since fire, 14 miles.....	200,000 00
The estimated value of other property, as follows:	
Land in and near Chicago, used for station grounds, etc.....	500,000 00
Total estimated value of road and equipment (Illinois)	\$1,344,000 00

COST OF CONSTRUCTION AND EQUIPMENT.

Cost of construction.....	\$50,086,748 76
Cost of right of way.....	11,966,852 08
Total cost of construction and equipment.....	\$62,053,600 84
The cost of road and equipment per mile, (1,023 miles).....	\$60,658 00

CHARACTERISTICS OF ROAD.

LENGTH OF LINE.

MAIN LINE.	Miles.	Miles.
Buffalo to Erie.....	88	
Erie to Cleveland.....	95 50	
Cleveland to Toledo.....	112 74	
Toledo to Chicago (main line).....	243 73	
Total, Buffalo to Chicago.....		539 97
Fourteen miles in Illinois.....		
BRANCHES.		
Elyria (via Sandusky) to Milbury Junction, (near Toledo).....	74 52	
Toledo to Elkhart (air line).....	133 20	
Toledo to Detroit.....	64 79	
Adrian to Jackson.....	46 00	
Adrian to Monroe.....	33 60	
White Pigeon to Grain Rapids.....	94 68	
Jamestown and Franklin Railroad.....	51 00	
Ashtabula to Jamestown.....	36 09	
		533 88
Total		1,073 85
DOUBLE TRACK.		
Between Buffalo and Erie.....	30 70	
Erie and Cleveland.....	45 43	
Cleveland and Toledo.....	15 83	
Palmyra "cut-off" near Adrian.....	2 50	
		94 49
SIDE TRACKS.		
On Buffalo and Erie Division.....	46 08	
Cleveland and Erie Division.....	38 33	
Cleveland and Toledo Division.....	49 54	
Michigan Southern Division.....	115 14	
Jamestown and Franklin Division.....	8 41	
Junction with D. W. & P. R. R., Dunkirk.....	1 50	
		259 00
Total length of track.....		1,427 34

GAUGE.

What is the gauge of your lines?.....4 ft. 9½ inch.

MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872.....	2,442,256
" " " freight.....	6,547,702
" " " construction and all other trains during the year ending June 30, 1872.....	859,947
Total mileage.....	9,849,905
Switching—miles.....	1,995,483

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains	40
Schedule rate of same, including stops	30
The highest rate of speed allowed for mail and accommodation trains	30
Schedule rate of same, including stops	22
The highest rate of speed allowed for freight trains	15
Schedule rate of same, including stops	10

EQUIPMENT.

Number of Locomotives of more than 40 tons weight, exclusive of tender.	Average weight, 30 tons.....	410
Number of Locomotives of more than 30 tons weight, exclusive of tender.		
Number of Locomotives of more than 20 tons weight, exclusive of tender.		
Number of Locomotives of more than 10 tons weight, exclusive of tender.		
Number of Passenger Cars		161
Number of Express and Baggage Cars		64
Number of Box Freight Cars		8,069
Number of other Cars, as follows :		
Paymasters'		2
Directors'		2

BRIDGES AND TRESTLES.

(In Illinois, 14 miles.) Pike bridge across the Calumet, at South Chicago, 280 feet in length, with a draw 17½ feet, clear opening.

What railroads cross your road at grade in this State, and at what locality ?

Chicago, Burlington and Quincy Railroad, at 16th street, Chicago.

Illinois Central, at "Grand Crossing," 9 miles east of Chicago.

What regulations govern your employees in regard to these crossings ?

All State laws are carefully obeyed ; all trains come to a full stop before crossing.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road ?

Entire Road.—1,271 miles iron ; 156 miles steel. *In Illinois.*—Iron, 10 miles ; steel and steel capped, 4 miles. Steel costs 50 per cent. more than iron. Our oldest steel rail having been down only 2½ years, and none being worn out, we can give no opinion having any value as to its relative durability.

FENCING.

How many miles of fencing have you on your road ?

Road all fenced.

What was the average cost per rod ? \$1 50

MONTHLY EARNINGS FROM ALL SOURCES, RESPECTIVELY.

	July.	August.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April.	May.	June.
Freights.....	\$755,022 18	\$846,200 00	\$852,664 00	\$937,735 00	\$940,100 00	\$881,505 64	\$1,004,532 05	\$986,448 97	\$1,134,105 02	\$1,130,225 84	\$1,086,739 92	\$916,924 65
Passengers.....	322,450 25	380,025 00	425,830 50	403,225 00	341,020 00	287,803 11	270,952 79	246,204 50	303,163 54	335,238 44	310,241 24	336,402 85
Express.....	19,417 62	24,934 87	25,791 68	26,108 78	29,893 50	31,950 65	23,500 23	22,633 05	26,417 61	24,846 56	25,991 24	23,243 25
Mails.....	14,000 00	14,000 00	14,000 00	14,000 00	14,000 00	15,983 74	17,558 12	17,558 12	17,558 13	17,321 12	17,235 63	17,041 13
Rents.....	2,679 32	3,223 38	3,125 81	2,438 32	3,468 81	2,125 73	2,711 15	4,662 05	2,234 15	2,576 91	2,400 56	5,571 31
60 pr. c. J. & F. Br.	14,310 98	13,326 16	13,055 28	12,406 09	12,045 94	12,447 35	14,814 53	11,146 39	9,068 89	11,814 15	14,002 78	13,524 76
All other sources.	2,966 58	3,569 86	4,480 76	4,683 85	4,187 95	3,469 02	3,639 76	3,182 87	5,964 14	4,598 51	4,609 76	5,408 17
Total	\$1,130,846 93	\$1,295,369 27	\$1,368,948 03	\$1,402,597 04	\$1,345,316 20	\$1,225,355 24	\$1,337,698 63	\$1,291,845 95	\$1,496,529 48	\$1,526,691 53	\$1,411,301 13	\$1,318,156 12

ESTIMATED EARNINGS FOR ILLINOIS.

Freight—14 miles, at \$9,000 per mile.....	\$136,000
Passenger—14 miles, at \$5,000 ".....	70,000
All other sources, 14 miles, at \$2,000 per mile.....	28,000
	<u>\$234,000</u>

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For general office expenses.....	\$186,204 64
For running and management of passenger freight and mixed trains.....	2,862,956 86
For agents and station labor.....	1,640,079 13
For motive power and cars	763,474 37
Repairs of cars.....	887,617 45
For maintenance of way, including repairs and renewals of iron and bridges.....	3,189,025 57
For repairs and renewals of station houses, buildings and fixtures.....	307,064 71
For all other expenses for maintenance of way, telegraph repairs and supplies.....	31,240 93
For mileage for borrowed cars, at 1½ cents per mile.....	407,574 81
For all other operating expenses, respectively—gas light account.....	31,782 78
For office, train and station supplies.....	1,516 85
For outside agencies and advertising.....	215,075 36
For rents payable.....	66,299 40
For damages to freight and property, and personal injuries.....	167,688 48
For law expenses.....	27,429 70
For New York office	12,747 79
For contingencies.....	34,328 62
Total operating expenses	<u>\$11,038,107 47</u>

GENERAL EXPENSES.

State taxes	\$333,907 30
National taxes	2,125 35
Interest on floating debt—less interest received.....	2,542 03
Total general expenses	<u>\$338,574 68</u>
Total general and operating expenses	<u>\$11,376,682 15</u>
Gross earnings.....	16,210,585 55
Difference	<u>\$4,833,903 40</u>

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same	\$4,742,417 24
For lease or privilege of other roads.....	133,800 00
Construction account for the year, including 61 miles new road.....	4,296,970 74
Additional equipment during the year	2,837,920 68
Additional real estate bought during year.....	110,087 97
Total additional expenses	<u>\$12,121,196 63</u>
Total general and operating expenses.....	<u>\$11,376,682 15</u>
Gross earnings.....	<u>\$16,210,585 55</u>

FUEL CONSUMED.

Cords of wood consumed.....	123,560
Tons of coal consumed.....	92,400

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles—2 miles.....	5 cents.
Highest rate for distances from ten to fifty miles for 12 miles.....	.40 cents.
Average rate per mile for through passengers during year	2½ cents.
Average rate per mile for local passengers during year.....	3 cents.

GENERAL BALANCE SHEET, 1st JULY, 1872.

Assets.	Amount.	Liabilities.	Amount.
Railroads.....	\$50,886,748 76	Capital Stock.....	\$34,938,000 00
Equipments.....	11,966,852 08	First and Second Installments, New Stock.....	2,747,577 00
Jamestown and Franklin Railroad.....	1,884,605 60	Funded Debt.....	26,433,000 00
Detroit, Monroe and Toledo Railroad Stock.....	413,600 00	Bills payable.....	2,481,424 35
General office building.....	11,612 14	June liability, payable in July.....	2,262,203 13
Supplies, fuel, etc.....	2,407,599 88	Dividend payable August 1st.....	1,515,238 08
Advances to Northern Central Michigan Railroad.....	635,898 28	Due Commissioners' Sinking Fund.....	51,201 88
Sunbury and Erie Railroad Stock.....	500,000 00	Unclaimed dividends and coupons.....	23,717 93
Toledo, Wabash and Western Railroad Stock.....	1,877,896 11	Income account or profit and loss.....	1,686,973 18
Union Stock Yard Stock, Chicago.....	100,000 00		
Emp. Transportation Company's Stock.....	60,750 00		
Buffalo, Corry and Pittsburg Railroad Bonds.....	100,000 00		
Buffalo, Corry and Pittsburg Railroad, advances to.....	55,398 11		
White Pigeon and Kalamazoo Railroad Bonds.....	52,200 00		
Pacific Hotel Company, Chicago.....	125,000 00		
Merchants' Despatch Transportation Company.....	50,000 00		
Dunkirk, W. and Pittsburg Railroad Bonds.....	45,000 00		
Dunkirk, W. and Pittsburg Railroad loan.....	30,000 00		
Leavenworth County Bonds.....	49,500 00		
Miscellaneous assets.....	62,535 62		
Bills received.....	357,761 19		
Cash.....	331,152 50		
Uncollected earnings.....	917,225 19		
	\$72,141,335 55		\$72,141,335 55

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

1. United States Express Company. Between Cleveland and Chicago—356 miles—10 tons per day—for \$312 50. Way freight 60 cents per 100 pounds. 2d. American Merchants' Union Express Company. Between Cleveland and Buffalo—183 miles—16 tons per day for \$198 40. Excess, 62 cents per 100 pounds. Way freight 30 cents per 100 pounds.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

1. Red Line: New York and Boston to Chicago via. New York Central.
2. South Shore Line: New York and Boston to Chicago via. Erie Railway.
3. Empire Line: New York and Boston to Chicago via. Philadelphia and Erie.
4. Merchants' Despatch: Same route as Red Line.
5. Great Western Despatch: Same route as South Shore Line.
6. Globe Line: Via Baltimore and Ohio.

Nos. 1, 2 and 6, cars owned and maintained by the Railroad Companies.

Nos. 3, 4 and 5, cars owned and maintained by the Despatch Companies. They are paid the usual mileage on cars, and commission on freight.

SLEEPING-CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Sleeping cars owned by Gates & Wagner, Buffalo. They put the cars on the road, and keep up the inside, the railroad company maintaining the outside, including wheels and trucks. Rates charged: Lower double berth, \$2; upper double berth, \$1 50; section, \$3 50; state room, \$4.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

From \$50 per mile on branches to \$375 per mile on main line. Mails carried on nearly all passenger trains, including two lines of postal cars each way on main line.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. In Illinois, the Northern Indiana and Chicago Railroad, act approved June 16, 1852.

Q. Names of original companies and of consolidated companies.—A. 1. The Northern Indiana. 2. The Michigan Southern and Northern Indiana. 3. The Lake Shore and Michigan Southern Railroad.

Q. Dates of consolidation of various companies.—A. Northern Indiana and Michigan Southern, April 25, 1855; Michigan Southern and Northern Indiana and Lake Shore Railway, May, 1869.

Q. Date of the foreclosure and sale under which the road is now held.—A. No foreclosure.

Q. Amount of preferred stock and rate of preference, and for what issued.—A. \$533,500 at 10 per cent.

Q. Amount of common stock now outstanding.—A. \$34,404,500.

Q. Amount of stock issued as stock dividends, and dates of issue.—A. None by that portion of the consolidated company (the Michigan Southern and Northern Indiana Railroad) which runs in Illinois.

Q. Rate and date of all cash dividends on stock of original and consolidated companies.—A. The Michigan Southern and Northern Indiana Railroad (now Lake Shore and Michigan Southern) has been in operation to Chicago about 20 years. Has paid dividends averaging 8 per cent. about eight years of the 20.

Q. Date when each division was put in operation, and length and termini of each.—A. Cannot state.

Q. Date when the whole road was put in operation and termini.—A. June, 1852. Chicago, Ill. Toledo, O.

Q. Roads operated under lease; length and termini, also term of lease.—A. See pages 6 and 7, last annual report.

Q. Gross earnings for each year on all lines operated.—A. The consolidated road earned in 1870 (1043 miles), \$13,457,540 86; in 1871 (1074 miles), \$14,797,975 07.

ACCIDENTS TO PERSONS.

July 6, 1871. Mat. Brennan, switchman. Injured internally; caught between cars, at Chicago yard.

Aug. 12, 1871. Unknown man. Committed suicide at C., B. and Q. crossing. Verdict accordingly. Run over and killed.

Sept. 1, 1871. John Dian Duncanson, employee in car department. Killed at Chicago passenger depot; crushed between two cars while repairing.

Aug. 19, 1871. Chas. Crum, brakeman. Left hand bruised, and one finger broken while coupling cars at Englewood.

Aug. 21, 1871. James Hart, yardsman. Crushed to death coupling engine to car between 12th and Taylor streets, Chicago.

Sept. 26, 1871. John Whalen, night switchman, Chicago yard. Collar bone broken coupling engine to car.

Oct. 2, 1871. John Flatters, switchman. Face caught between bumpers while coupling cars.

Oct. 30, 1871. Bernard Leonard, brakeman. Injured, so that he died, coupling cars at 43d street Chicago. Coroner's verdict, accidental death.

Nov. 9, 1871. John Thornton. Both legs cut off by train at Chicago. Died from effects. Coroner's verdict, accidental death.

Nov. 15, 1871. James Fitzsimmons. Struck by engine, at Chicago. Fractured shoulder blade.

Dec. 15, 1871. John Dix, fireman. Fell from gangway of engine, doubling him up so that he died same night.

Nov. 29, 1871. Peter Dunn, switchman. Run over at stockyards. Jumped from train, and fell into a culvert. Was crushed so badly that he died next day. Coroner's verdict of accidental death.

Dec. 13, 1871. Frank Wills, switchman. Coupling cars at stockyard, Chicago. Finger crushed—amputated.

Dec. 17, 1871. John Woods, switchman. While coupling cars to engine was caught, and had his shoulder injured, at stockyards, Chicago.

Dec. 18, 1871. Patrick Caloply. While coupling cars at Chicago, near 12th street, had one of his fingers bruised.

..... Thomas West. Struck by engine at Union Stock Yards, Chicago, and died same day. Coroner's verdict, accidental death.

Jan. 10, 1872. John Roach, laborer. Run over at engine house, Chicago, while assisting to move cars; and died Feb. 23, 1872, from injuries. Inquest: Verdict, accidental death, exonerating employees.

April 26, 1872. Jerome Schmitts, teamster. Struck by engine at 18th street, Chicago, while intoxicated. Not seriously injured.

April 1, 1872. Wm. McKuskee, switchman. Collar bone broken while coupling cars at Chicago yard.

April 4, 1872. Christ. Tulus, laborer. Injured by rail falling on his leg. at Chicago.

State of Ohio, County of Cuyahoga, ss.

John H. Devereux, General Manager of the Lake Shore and Michigan Southern Railway, and C. P. Leland, Auditor of said company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

J. H. DEVEREUX, *General Manager.*

C. P. LELAND *Auditor*

[SEAL.]

Subscribed and sworn to before me this 30th day of August, A. D. 1872.

[SEAL.]

NICHOLAS BARTLETT, *Notary Public.*

REPORT

OF THE

OHIO AND MISSISSIPPI RAILROAD COMPANY,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
D. Torrance, President.....	88 Wall street, New York.....	
A. W. Chrystie, Vice-President.....	112 South Fourth street, St. Louis.....	\$10,000 00
W. M. Walton, Secretary.....	88 Wall street, New York.....	3,000 00
Chas. S. Cone, Treasurer.....	112 South Fourth street, St. Louis.....	3,500 00
A. N. Chrystie, General Manager and Sup't.....	112 South Fourth street, St. Louis.....	3,500 00
T. D. Lovett, Chief Engineer.....	Cincinnati, Ohio.....	4,000 00
R. F. Bryden, General Ticket Agent.....	112 South Fourth street, St. Louis.....	2,400 00
Wm. Duncan, General Freight Agent.....	112 South Fourth street, St. Louis.....	3,000 00
General Offices at 112 South Fourth street, St. Louis, Mo.		

Names of Directors.	Address.
W. H. Aspinwall.....	New York City.
Joseph Schuchardt.....	New York City.
Sam W. F. Odell.....	New York City.
W. W. Whitewright, Jr.....	New York City.
John King, Jr.....	Cincinnati, Ohio.
Lorenzo Anderson.....	Cincinnati, Ohio.
J. D. Lehman.....	Cincinnati, Ohio.
D. Torrance.....	New York.
A. N. Chrystie.....	St. Louis.
L. B. Parsons.....	St. Louis.
W. W. Scarborough.....	Cincinnati, Ohio.
Allen Campbell.....	New York.
Joseph W. Alsop.....	New York.

CAPITAL STOCK.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

See last report.

Total stock paid in.....	\$24,030,000 00
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DEBTS.

FUNDED DEBT.

First mortgage bonds, due July 1, 1872, bear interest at 7 per cent., amount	\$2, 900, 000 00
Second mortgage bonds, due Jan. 1, 1874, bear interest at 7 per cent., amount	433, 000 00
Income bonds, due Oct. 1, 1882; bear interest at 7 per cent., amount	157, 500 00
Funded debt, due Oct. 1, 1882, bear interest at 7 per cent., amount	16, 500 00
Consolidated bonds, due Jan. 1, 1898, bear interest at 7 per cent., amount	3, 049, 850 00
Second consolidated bonds, due April 1, 1911, bear interest at 7 per cent., amount	3, 555, 000 00
Total funded debt	<u>\$10, 111, 850 00</u>
Funded debt per mile	25, 729 90
Funded debt for Illinois, 147½ miles	3, 795, 100 25

FLOATING DEBT.

The amount of debt not secured by mortgage	<u>\$328, 901 78</u>
Total funded and floating debt	<u>\$10, 440, 751 78</u>
Total amount of paid up stock and debt	34, 470, 751 78
Funded and floating debt per mile	\$26, 566 79
Funded and floating debt for Illinois, 147½ miles	3, 918, 601 52

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

Have no details—Total estimated value of road and equipment	\$34, 470, 751 78
Value for Illinois—147½ miles	12, 937, 496 40

COST OF ROAD AND EQUIPMENT.

Have no details—Total cost of construction and equipment	34, 470, 751 78
The cost of road and equipment per mile—393 miles	87, 711 84
The cost for Illinois—147½ miles	12, 937, 496 40

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line :	
Length of single main track—whole line 393; in Illinois	147½
Branches—None in Illinois.	

GAUGE.

What is the gauge of your lines ?	57 inches.
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MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872—in Illinois	1, 497, 147
“ “ “ freight “ “ “ “ “ “ “ “	4, 514, 425
“ “ “ construction and all other trains during the year ending June 30, 1872.	1, 462, 000
Total mileage	<u>7, 473, 572</u>

SPEED OF TRAINS.—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains	40
Schedule rate of same, including stops	30
The highest rate of speed allowed for mail and accommodation trains	35
Schedule rate of same, including stops	25
The highest rate of speed allowed for freight trains	15
Schedule rate of same, including stops	12

EQUIPMENT.

Number of locomotives of more than 30 tons weight, exclusive of tender—average for Illinois	45
“ passenger cars—average for Illinois	21
“ box freight cars— “ “ “ “	90 0
“ other cars— “ “ “ “	60

BRIDGES AND TRESTLES.

Miles.	Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When com- pleted.
From Vincennes, going west:					
	Vincennes	Iron bridge.	Iron	719	1871
193	"	Trestle	Wood	90	1872
194	"	"	"	2,015	1872
195	"	"	"	212	1872
196	"	"	"	1,005	1871
200	Embarras	Bridge	Iron	307	1868
200	"	Trestle	Wood	635	1872
204	"	"	"	162	1870
224	"	"	"	160	1872
226	"	"	"	72	1869
233	"	"	"	175	1870
234	"	"	"	2,400	1863
235	"	"	"	1,023	*1863
236	"	"	"	1,985	*1863
236	"	Bridge	Iron	114	1872
248	"	Trestle	Wood	1,083	1869
259	"	"	"	152	1872
265	"	"	"	197	1870
265	"	"	"	367	'70 '71
267	"	"	"	119	1872
269	"	"	"	615	'70 '71
270	"	"	"	439	1871
284	"	"	"	106	1868
292	"	Bridge	Iron	251	1869
298	"	Trestle	Wood	180	1869
300	"	"	"	574	1872
304	"	"	"	126	1872
305	"	"	"	192	1872
308	"	Bridge	Iron	112	1872
309	"	"	"	40	1871
314	"	Trestle	Wood	88	1870
316	"	"	"	360	1868
318	"	"	"	422	1870
338	"	"	"	178	1868
338	"	"	"	85	1868
339	"	"	"	1,875	1868

*Partly filled and filling.

Iron bridges, (number of 6,) aggregate length..... 1,543
 Wooden trestles, (number of, 30,) aggregate length..... 17,132

What railroads cross your road at grade in this State, and at what locality?

Illinois Central Railroad, at Sandoval.

Illinois Central Railroad, at Odin.

Springfield and Illinois Southeastern Railroad, at Flora.

Vandalia Railroad, at East St. Louis.

Chicago and Alton Railroad, at East St. Louis.

Indianapolis and St. Louis Railroad, at East St. Louis.

What regulations govern your employees in regard to these crossings?

Same as last year.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety?

For railroad crossing, stop train 80 rods from crossings, and keep under control until crossing is passed; for highway crossings, should have sign, and planked on each end of ties and also between iron.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

147 miles iron; $\frac{1}{2}$ mile steel. Steel wears many times longer than iron, and costs about 50 per cent. more.

FENCING.

How many miles of fencing have you on your road?..... 100 miles.

What was the average cost per rod?..... \$1 60

The total cost of same?..... \$102,400

What is the average cost per mile per year for repairing same?..... Don't know

How many miles of hedge have you on your road?.....10, included in above.
 From what plant was it grown?..... Osage Orange.
 How many miles of the hedge is effective fencing.....None yet.

Explanations of above, and suggestions on the subject of fencing:

A good fence can be made, as follows:—Posts sharpened and driven when ground is soft, along which three rows of wire nine inches apart may be stretched through holes bored in posts; nine inches above top row a plank four inches wide and one inch thick is nailed on side of posts and on top a similar plank; posts eight feet apart.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Date.		Total for transporta- tion of pas- sengers.	Total for transporta- tion of freight.
1871.	July.....	\$28,622 40	\$41,898 42
	August.....	38,012 14	65,435 01
	September.....	40,713 59	72,871 02
	October.....	41,927 68	80,680 27
	November.....	29,690 67	77,225 76
	December.....	24,260 00	69,713 78
1872.	January.....	24,166 28	73,453 88
	February.....	25,868 71	59,466 81
	March.....	39,194 48	71,750 21
	April.....	32,299 45	66,411 92
	May.....	30,777 00	70,960 56
	June.....	33,676 45	59,405 61
Total.....		\$382,208 85	\$809,273 25

Total passenger tariff earnings for year..... \$382,208 85
 Total freight tariff earnings for year..... 809,273 25
 Total tariff earnings for year..... \$1,191,482 10

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

Date.		Mail.	Express.
1871.	July.....	\$2,131 25	\$1,688 84
	August.....	2,131 25	1,864 42
	September.....	2,131 25	3,380 51
	October.....	2,131 25	3,950 24
	November.....	2,131 25	3,855 18
	December.....	2,131 25	3,677 14
1872.	January.....	2,131 25	2,300 40
	February.....	2,131 25	2,431 92
	March.....	2,131 25	2,917 68
	April.....	2,131 25	2,764 81
	May.....	2,131 25	2,556 44
	June.....	2,131 25	2,019 33
Total.....		\$25,575 00	\$33,505 91

Total tariff earnings for year ending June 30, 1872..... \$1,191,482 10
 Total earnings from other sources, mail and express..... 59,080 91
 Total..... \$1,250,563 01

EXPENSES FOR THE YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger trains.....	\$187,500 01
For running and management of freight trains.....	319,327 74
For motive power and cars.....	38,003 62
For maintenance of way, including repairs and renewals of iron and bridges.....	294,262 88
Mileage for borrowed cars, 1½ cts. per mile.....	
Total operating expenses.....	\$839,093 95

GENERAL EXPENSES.

State taxes.....	\$27,262 09
Interest on floating debt.....	4,752 13
All other general expenses.....	1,162 04
Total general expenses.....	\$33,176 26
Total general and operating expenses.....	\$872,260 21
Gross earnings.....	1,250,563 01
Difference.....	\$378,293 80

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same.....	\$353,057 00
Improvements (not demanded by wearing out of stock given above).....	1,000,000 90
Total additional expenses.....	353,057 00
Gross earnings.....	1,250,563 01

FUEL CONSUMED.

Cords of wood consumed.....	2,329
Tons of coal consumed.....	28,434

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Average rate per mile for through passengers during year.....	4 cents.
Average rate per mile for local passengers during year.....	4 "

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance.....	16	14	11	10	8
Highest rate per mile per 100 lbs. for 5 to 20 miles.....	16-15	14-15	11-15	10-15	8-15
Highest rate per mile per 100 lbs. for 20 to 50 miles.....	32-35	29-35	23-35	20-35	15-35
Highest rate per mile per 100 lbs. for 50 to 100 miles.....	43-75	36-75	26-75	26-75	20-75
Highest rate per mile per 100 lbs. for whole length of line in Illinois.....	52-140	42-140	32-140	30-140	23-140

Average rate per mile per 100 lbs. for through freight.....	1.7 ct.
Average rate per mile per 100 lbs. for local freight.....	2.7 ct.
Amount of through freight carried in year ending June 30, 1872.....	84,916 tons.
“ local freight carried “ “ “.....	180,883 “
Total.....	265,799 “

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

No account kept of the various articles transported.

GENERAL BALANCE SHEET, JULY 1, 1872.

Assets.	*Amount.	Liabilities.	Amount.
Construction, equipment, real estate, right of way, etc.....	\$34,822,774 69	Com. capital issued	\$20,000,000 00
Material at shops	119,085 84	Preferred	4,030,000 00
Charged to agents of revenue	113,923 86	Com. capital issued	96,604 44
Charged to open accounts, to be settled hereafter	112,084 57	Funded debt	10,111,850 00
Cash in treasury	11,005 74	June pay-roll	132,711 89
		Floating debts	196,189 89
		Surplus earnings over operating expenses, and interest on funded debt	611,518 48
	\$35,178,834 70		\$35,178,874 70

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rate, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

Adams Express Company. Pays \$125 per day for six tons of freight between Cincinnati and St. Louis, and an average rate of 52 cts. per 100 lbs. for all in excess.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

The Continental Line, owned by the Baltimore and Ohio, Marietta and Cincinnati, and this company. Cars are owned by the different companies, and run for joint benefit.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Pullman's sleeping and Martin's night cars. The company charges the usual fare, and the sleeping car company charges from one dollar to four dollars for berths, and fifty cents for night chairs.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

For the entire line this company receives \$68,800; about \$25,575 for Illinois.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it.—A. Indiana, Feb. 14, 1848; Illinois, Feb. 12, 1851.

Q. Names of original companies and of consolidated companies?—A. Ohio and Mississippi Railway Company of Indiana, Ohio and Mississippi Railroad Company of Illinois, consolidated as Ohio and Mississippi Railway Company.

Q. Dates of all amendments to charters of original roads and to consolidated roads.—A. June 22, 1852; Feb. 11, 1853; Feb. 27, 1854.

Q. Dates of original organization of the companies now represented.—A. 1851.

Q. Dates of consolidation of various companies.—A. 1867.

Q. Amount, number and date of original mortgages.—A. See funded debt.

Q. Date of the foreclosure and sale under which the road is now held.—A. 1862.

No further particulars are on file in this office respecting the remaining additional questions by the Commissioners. All the information relating thereto is on record in the District Court at Springfield.

ACCIDENTS TO PERSONS.

BY THEIR OWN MISCONDUCT OR WANT OF CAUTION.

- March 19, 1872. Employee injured at Trenton, coupling cars. •
 March 14, 1872. Employee killed at East St. Louis; run over in yard.
 May 12, 1872. Child killed at Sandoval in the night.
 March 8, 1872. Passenger injured at Xenia; jumped off the train while in motion
 Feb. 19, 1872. Employee killed at Trenton; walking track at night.
 Dec. 15, 1871. Employee injured at Olney, coupling cars.
 June 30, 1872. Person killed at Iuka; walking track.
 Jan. 12, 1872. Person killed at Breese; " "

State of Missouri, County of St. Louis, ss.

A. N. Chrystie, Vice-President of the Ohio and Mississippi Railway Company, being duly sworn deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

A. N. CHRYSTIE,
Vice-President O. & M. Ry.

Subscribed and affirmed before me this first day of October, A. D. 1872.

[SEAL.]

D. W. PAUL,
Notary Public within and for St. Louis County, Missouri.

REPORT

OF THE

PEORIA, PEKIN AND JACKSONVILLE RAILROAD COMPANY,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
John Allen, President	Old Saybrook, Conn.	\$10,000 00
Lebbeus Chapman, Jr., Secretary	33 Wall st., N. Y. City	200 00
W. W. Booraem, Cashier	Pekin, Illinois	2,500 00
Edward Hudson, to June 15, 1872; James F. Kelsey, from June 15, 1872, General Superintend't, }	Pekin, Illinois	2,500 00
John S. Cook, General Ticket Agent	Pekin, Illinois	2,500 00
John S. Cook, General Freight Agent		
Total salaries		\$17,700 00
General offices at Pekin, Illinois.		

Names of Directors.	Address.
Lucius Hopkins	New York City,
Edwin L. Trowbridge	"
Richard Arnold	"
James M. Constable	"
Lebbeus Chapman, Jr.	33 Wall street, N. Y.
John Allen	Old Saybrook, Conn.
James F. Kelsey	Havana, Illinois.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

To whom issued.	When issued.	No. of shares.	Total.	Residence.
Aaron Arnold	1869. May 24.	1,885	.....	.....
Aaron Arnold	1871. Jan. 12.	1,143	3,028	New York City.
John Allen	1864. Dec. 9.	1,900	.....	.....
John Allen	1869. May 24.	1,163	3,063	Saybrook, Conn.
Edwin L. Trowbridge	1864. Dec. 9.	137	.....	.....
Edwin L. Trowbridge	1868. May 28.	816	.....	.....
Edwin L. Trowbridge	1869. May 24.	582	1,535	New York City.
Chicago and Rock Island Railroad Company	1864. Oct. 25.	160	160	.....
G. F. M. Davis	1864. Oct. 25.	22	22	New York City.
John I. Thomas	1869. Oct. 25.	50	50	Unknown.
G. T. Cobb, estate of	1864. Dec. 9.	5	5	Morristown, N.J.
Lucius Hopkins	1864. Dec. 9.	4	.....	.....
Lucius Hopkins	1867. Sept. 25.	1	.....	.....
Lucius Hopkins	1868. May 29.	952	.....	.....
Lucius Hopkins	1869. May 24.	581	1,538	New York City.
Van Schaick & Co.	1868. Mar. 3.	66	66	New York City.
Richard Arnold	1869. May 24.	20	20	New York City.
Lebbeus Chapman, Jr.	1869. June 29.	5	5	Englewood, N. J.
The City of Jacksonville, Illinois	1869. July 19.	500	500	.....
James F. Kelsey	1870. June 1.	10	10	Havana, Ill.
James M. Constable	1871. Jan. 12.	20	20	New York City.
Total shares			10,000	.....

PREFERRED STOCK.

To whom issued.	When issued.	No. of shares.	Total.	Residence.
Aaron Arnold.....	1871. Dec. 30.	751	751	New York City.
John Allen	1871. Dec. 30.	752	752	New York City.
Lucius Hopkins.....	1871. Dec. 30.	519	519	.....
Edwin L. Trowbridge.....	1871. Dec. 30.	375	375	.....
Total shares			2,397	

DEBTS.

FUNDED DEBT.

First Mortgage Bonds, due July 1, 1894, bear interest at seven per cent., which is payable in January and July, amount	\$1,000,000 00
Second Mortgage Bonds, due October 1, 1900, bear interest at seven per cent., which is payable the 1st of April and October, amount.....	1,000,000 00
Total Funded Debt	\$2,000,000 00

FLOATING DEBT.

The amount of debt not secured by mortgage, constructed chiefly to be paid by preferred stock.....	360,667 00
Total funded and floating debt.....	\$2,360,667 00
Total amount of paid up stock and debt.....	3,600,367 00

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of road bed, including iron, bridges and fencing, usually estimated to balance stock and debt.	
The estimated value of rolling stock and machinery.....	\$312,522 29
The estimated value of stations, other buildings and fixtures.....	84,614 57
The estimated value of other property, as follows:	
Telegraph and real estate outside road bed.....	30,000 00
Total estimated value of road and equipment.....	\$427,136 86

COST OF CONSTRUCTION AND EQUIPMENT.

Cost of construction	Unknown
Cost of right of way.....	Unknown
Cost of equipment.....	\$397,136 86

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track	83
Branches: None.	—
Total	83
Side Tracks:	
Aggregate length of sidings and other track not above enumerated.....	10
Total length of track	93

GAUGE.

What is the gauge of your lines?	4 feet 8½ inches.
--	-------------------

MILEAGE.

Number of miles run by passenger trains during the year ending June 30th, 1872.....	115, 101
“ “ freight “ “ “ “	130, 302
“ “ construction and all other trains during the year ending June 30, '72...	30, 420
Total mileage.....	265, 823

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains.....	35
Schedule rate of same, including stops.....	18
The highest rate of speed allowed for mail and accommodation trains.....	35
Schedule rate of same, including stops.....	18
The highest rate of speed allowed for freight trains.....	15
Schedule rate of same, including stops.....	9½

EQUIPMENT.

Number of locomotives of more than 30 tons weight, exclusive of tender.....	4
“ “ 20 “ “	8
Number of passenger cars.....	7
“ express and baggage cars.....	4
“ box freight cars.....	89
Number of other cars, as follows:	
Caboose cars.....	2
Coal cars.....	70
Flat cars.....	10
Hand cars.....	18
Rubble cars.....	10

BRIDGES AND TRETTLES.

Are unable now to give the number and length of bridges and trestles, all of which are of wood.

What railroads cross your road at grade in this State, and at what locality?

Toledo, Wabash and Western R. R., at Sec. 21, Town 17, Range 10.

Springfield and Illinois Southeastern R. R., at Secs. 2 and 3, Town 17, Range 10.

What regulations govern your employees in regard to these crossings?

All trains must come to a full stop at a distance not exceeding 300 feet from the same, and not proceed until the way is known to be clear.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

We have no steel rails in use.

FENCING.

How many miles of fencing have you on your road?.....Unknown; probably half its length

The total cost of same?.....\$16, 495 21

How many miles of hedge have you on your road?.....A few rods only

From what plant was it grown?.....Osage orange

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

	Transportation of through passengers.	Transportation of local pas- sengers.	Total for trans- portation of passengers.	Total for transportation of freight.
1871. July.....	\$1,600 97	\$5,701 55	\$7,302 52	\$23,958 24
August.....	1,363 91	5,513 25	7,082 16	18,721 39
September.....	1,120 24	6,530 05	7,450 29	19,247 00
October.....	2,041 89	5,059 05	7,100 94	18,210 58
November.....	1,318 91	4,879 50	6,198 41	16,056 54
December.....	1,886 56	3,972 90	5,859 46	13,069 89
1872. January.....	1,020 93	4,348 25	5,369 18	14,644 47
February.....	977 73	4,158 70	5,136 43	10,227 07
March.....	1,047 08	5,291 40	6,338 48	13,337 75
April.....	834 93	4,667 15	5,502 08	16,340 21
May.....	1,087 02	5,040 20	6,127 22	20,664 12
June.....	1,150 89	4,719 10	5,869 99	11,314 34
Total.....	\$15,656 06	\$59,681 10	\$75,367 16	\$195,801 60

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July.	August.	Septem'r.	October.	Novem'r.	Decem'r.	January.	February.	March.	April.	May.	June.
Rent of track.....	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33	\$3,333 33
U. S. Mail.....	364 16	364 16	364 16	364 16	364 16	364 16	364 16	364 16	364 16	364 16	364 16	364 16
U. S. Express.....	395 38	260 00	300 00	256 93	260 00	260 00	270 00	250 00	323 70	310 13	270 00	250 00
All other sources.....												2,131 50
Total.....	\$4,092 87	\$3,957 49	\$3,997 49	\$3,954 43	\$3,957 50	\$3,957 55	\$3,967 49	\$3,947 49	\$4,021 19	\$4,007 62	\$3,967 49	\$5,078 99

Total passenger tariff earnings for year.....

\$75,367 16

Total freight tariff earnings for year.....

195,801 60

Total tariff earnings for the year ending June 30, 1872.....

271,168 76

Total earnings from other sources.....

49,907 60

Total.....

\$321,076 36

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger trains.....	\$17,448 28
For running and management of freight trains.....	24,389 29
For motive power and cars.....	41,270 81
For maintenance of way, including repairs and renewals of iron and bridges, station houses..	54,828 03
For repairs and renewals of station houses, buildings and fixtures.....	1,907 11
For mileage for borrowed cars, at 1½c. per mile.....	2,108 04
For all other operating expenses, including expenses of general officers.....	67,598 34
Total operating expenses	\$209,549 90

GENERAL EXPENSES.

State taxes.....	\$9,228 01
Total general expenses.....	\$9,228 01
Total general and operating expenses,	\$209,549 90
Gross earnings.....	321,076 36
Difference	\$102,298 45

ADDITIONAL EXPENSES.

Construction account for the year.....	\$23,850 24
Additional equipment during year.....	61,502 35
Additional real estate bought during year.....	2,834 85
Improvements, (not demanded by wearing out of stock given above*).....	16,029 10
Total additional expenses.....	104,216 54
Total general and operating expenses.....	218,777 91
Gross earnings	321,076 36

FUEL CONSUMED.

Cords of wood consumed.....	396
Tons of coal consumed.....	5,380 1-6

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	5
Highest rate per mile for distances from ten to fifty miles.....	5
Highest rate per mile for distances from fifty to one hundred miles.....	5
Highest rate per mile for full length of line in Illinois	4.82
Average rate per mile for through passengers during year.....	No through mileage statistics
Average rate per mile for local passengers during year, including excursion travel.....	4

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.
Highest rate per 100 lbs. for shortest distance....	10c.	8c.	6c.	4c.
Highest rate per mile per 100 lbs. for 5 to 20 miles..	25	20	15	12
Highest rate per mile per 100 lbs. for 20 to 50 miles..	33	28	25	20
Highest rate per mile per 100 lbs. for 50 to 100 miles	45	40	35	28
Highest rate per mile per 100 lbs. for whole length of line in Illinois	45	40	35	28

Amount of local freight carried in year ending June 30, 1872.....	127,557½ tons
Total	127,557½ tons

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals.....	52, 248½
Flour.....	2, 335½
Provisions.....	2, 564½
Manufactures.....	1, 163½
Animals.....	19, 540½
Lumber and forest products.....	14, 082¾
Coal.....	24, 854½
Merchandise and other articles.....	13, 768½

STATE AND LOCAL AID.

Subscriber.	Character of subscription.	When issued to your Co.	Amount.	Principal payable.	Rate of interest.	Interest payable.
County of Morgan.....	Bonds.	July 1, '69	\$20, 000	Mar. 1, 1877	6 per cent. ..	March 1....
City of Jacksonville.....	Bonds.	July, 1869	50, 000	July, 1874..	10 " ..	July 1.....

Amount of county subscription.....	\$20, 000
" town and city subscription.....	50, 000
Total aid.....	\$700, 000

EXPRESS COMPANIES.

What express companies run on your road, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The United States Express Company run over this road, under an agreement to carry twenty-five hundred pounds daily at 40c. per 100 lbs. and 75c. per 100 lbs. on all weights carried, averaging over 2, 500 lbs. daily; but in no case is the weight carried to reduce the compensation to less than \$10 per day.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

None.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

We have no sleeping or dining-room cars on the road—July 1st, 1872.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

The United States Government pay \$4,370 per annum for the transportation of its mails, in quarterly payments.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Original charter of the Peoria, Pekin and Jacksonville Railroad approved June 11, 1863.

Q. Names of original companies and of consolidated companies?—A. Peoria, Pekin and Jacksonville Railroad Company, by purchase, all the property covered by the mortgage of the Illinois River Railroad Company, and acquired by legislative authority the right to use any or all the powers conferred upon the Illinois River Railroad Company by charter and amendment; but no merging of said companies took place by consolidation or otherwise.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. Amendments to charter of Peoria, Pekin and Jacksonville Railroad Company approved Feb. 16, 1865; Feb. 19, 1867; March 10, 1869.

Q. Dates of original organization of the companies now represented?—A. Peoria Pekin and Jacksonville Railroad Company was organized April 27, 1864.

Q. Date of the foreclosure and sale under which the road is now held?—A. October 1, 1863, purchased by John Allen, Aaron Arnold and Edwin L. Trowbridge, who sold to the Peoria, Pekin and Jacksonville Railroad Company May 21, 1864, after its organization.

Q. Amount of mortgage on which sale was made, and amount for which the road sold?—A. Illinois River Railroad Company; mortgage dated Nov. 1, 1858, for \$1,020,000; sold for \$400,000.

Q. Amount of junior mortgages extinguished or reduction by reason of mortgage sale?—A. No junior mortgages of the Illinois River Railroad Company.

Q. Amount and date of existing mortgages and rate of interest on each?—A. First mortgage of the Peoria, Pekin and Jacksonville Railroad Company, dated May 21, 1864; amount, \$1,000,000; interest 7 per cent. per annum. Second mortgage dated October 1, 1870; amount, \$1,000,000; interest 7 per cent. per annum.

Q. Amount of preferred stock and rate of preference and for what issued?—A. \$239,700; rate, 7 per cent.; issued for money furnished the company.

Q. Amount of common stock now outstanding?—A. \$1,000,000.

Q. Amount of stock issued as stock dividends and dates of issue?—A. None.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. None.

Q. Date when construction was commenced?—A. Unknown.

Q. Date when each division was put in operation and length and termini of each?—A. Peoria to Pekin, 10 miles, in the autumn of 1864; Virginia to Jacksonville, 15 miles, in the summer of 1869; intervening 58 miles, time unknown,

Q. Date when the whole road was put in operation and termini?—A. Completed from Peoria to Jacksonville about July 1, 1869.

Q. Date of construction, name, length and termini of each branch line?—A. Have none.

Q. Roads operated under lease; length and termini, also term of lease?—A. None.

ACCIDENTS TO PERSONS.

November 2, 1871, at Hollis, J. W. Schadt was killed; was lying on the track near a curve, evidently intoxicated, and when discovered it was too late to avoid the casualty. No accidents to passengers or employees during the year.

Q. What running arrangements have you with other railroad companies, setting forth the contracts for same?—A. With the Toledo, Peoria and Warsaw Railroad Company, under which their trains run over eight miles of the track of the Peoria, Pekin and Jacksonville Railroad Company, at a monthly rental of twelve hundred and fifty dollars. Also, with the Indianapolis, Bloomington and Western Railway Company, under which their trains run over about eight miles of the track of the Peoria, Pekin and Jacksonville Railroad Company, from Pekin to lower Peoria, at a monthly rental of two thousand and eighty-three dollars and thirty-three cents.

State of Illinois, County of Tazewell, ss.

John Allen, President, and W. W. Booraem, Cashier of the Peoria, Pekin and Jacksonville Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

JOHN ALLEN, *President.*

W. W. BOORAEM, *Cashier.*

Subscribed and sworn to before me this twentieth day of December, A. D. 1872.

[SEAL.]

WILBUR F. HENRY, *Notary Public.*

REPORT

OF THE

PEORIA AND ROCK ISLAND RAILWAY COMPANY

For the six months ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.
Wm. R. Hamilton, President.....	Peoria, Illinois.
R. E. Smith, First Vice President.....	Columbus, Ohio.
C. P. James, Secretary and Treasurer.....	Peoria, Illinois.
C. W. Smith, General Manager.....	Urbana, "
J. R. Hilliard, Superintendent	Peoria, "
J. A. Grier, General Ticket and Freight Agent.....	" "

Salaries for six months..... \$5,758 67.

General offices at Peoria, Illinois.

Names of Directors.	Address.
R. E. Smith.....	Columbus, Ohio.
Wm. Dennison.....	"
Wm. R. Hamilton.....	Peoria, Illinois.
Wm. Cruger.....	"
H. T. Baldwin.....	"
V. Denin.....	"
O. E. Page.....	Cambridge,, Ill.
W. L. Wiley.....	Galva, Ill.
S. F. Oatman.....	Wyoming, Ill.

CAPITAL STOCK.

AMOUNT OF CAPITAL STOCK SUBSCRIBED AND BY WHOM.

Total capital stock subscribed.....\$1,913,350 00

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Total stock paid in.....\$1,857,950 00

DEBTS.

FUNDED DEBT.

First mortgage bonds, due Feb. 1, 1900; bear interest at 7 per cent., coin, which is payable 1st February and August; amount..... \$1,500,000 00

*Second mortgage bonds, due 1900; bear interest at 10 per cent., which is payable 1st January and July; amount..... 150,000 00

Total funded debt..... \$1,650,000 00

* Assumed mortgage bond of the Rock Island and Peoria Railroad Company at time of consolidation with that road.

The amount of debt not secured by mortgage.....	\$15,277 72
Total funded and floating debt.....	\$1,665,277 72
Total amount of paid up stock and debt.....	\$3,523,227 72

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

Total estimated value of road and equipment.....	\$3, 623, 558 42
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CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track	91
Length of double main track.....	None.
Branches: None.	
Side Tracks:	
Total length of track	95

GAUGE.

What is the gauge of your lines? 4 feet 8½ inches.

MILEAGE.

Number of miles run by passenger trains during the six months ending June 30th, 1872.....	70, 056
Number of miles run by freight trains during the six months ending June 30th, 1872.....	68, 981
Number of miles run by construction and all other trains during the six months ending June 30, 1872.....	950
Total mileage.....	139, 937

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express trains	25
Schedule rate of same, including stops	20
The highest rate of speed allowed for mail and accommodation trains.....	25
Schedule rate of same, including stops	20
The highest rate of speed allowed for freight trains.....	13
Schedule rate of same, including stops	10

EQUIPMENT.

Number of locomotives of more than 30 tons weight, exclusive of tender.....	3
“ “ “ 20 “ “ “	3
Number of locomotives of more than 10 tons weight, exclusive of tender.....	1
Number of passenger cars.....	5
Number of express and baggage cars.....	2
Number of box freight cars	118
Number of other cars.	45
Total.....	172

BRIDGES AND TRESTLES.

At various places between Peoria and Rock Island, have 400 bridges, varying in length from 20 to 500 feet in length; 5 of these are Howe Truss, balance common trestle bridges.

What railroads cross your road at grade in this State, and at what locality?

The Chicago, Burlington and Quincy Railroad crosses at Galva and Wyoming.

What regulations govern your employees in regard to these crossings?

All trains come to a full stop before crossing.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value, as used on your road?

All iron rail.

FENCING.

How many miles of fencing have you on your road ?.....	About 10 miles.
What was the average cost per rod ?.....	\$1 25
The total cost of same ?.....	About \$4,000 00
What is the average cost per mile per year for repairing same ?.....	40 00
How many miles of hedge have you on your road ?.....	None.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles?

Can not give this information without measuring the entire length of road.

Earnings.	Total.					
	January.	February.	March.	April.	May.	June.
Freight earnings.....	\$14,011 10	\$12,540 66	\$12,299 16	\$10,360 00	\$17,379 70	\$17,677 00
Passenger earnings.....	4,884 44	5,159 90	5,665 00	5,105 00	5,912 22	6,434 00
Express earnings.....	86 44	138 45	139 76	141 58	161 70	201 39
Mail earnings.....	383 33	353 33	383 34	383 34	383 33	383 33
Miscellaneous earnings.....	2,671 38	2,642 60	2,583 34	2,583 25	4,113 24	2,622 94
Total.....	\$21,986 69	\$20,854 94	\$21,070 60	\$18,573 17	\$27,950 19	\$27,308 66
Expenses.						
Conducting transportation.....	\$2,736 51	\$6,042 45	\$4,610 02	\$4,742 30	\$3,222 19	\$7,314 38
Motive power.....	4,910 71	4,113 01	3,405 51	2,696 33	3,387 94	2,890 97
Maintenance of way.....	3,338 83	2,352 20	2,254 45	3,019 23	2,403 95	2,822 43
Maintenance of cars.....	875 87	894 95	1,103 01	918 10	1,122 94	2,926 77
General expenses.....	1,709 56	1,225 59	1,510 74	1,397 15	1,328 84	1,273 17
Total.....	\$13,571 48	\$14,688 20	\$12,883 73	\$12,773 11	\$11,465 86	\$15,227 72
						\$80,590 10

TARIFFS.

PASSENGER TARIFF FOR SIX MONTHS, ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	5½ cts.
Highest rate per mile for distances from ten to fifty miles.....	5 “
Highest rate per mile for distances from fifty to one hundred miles.....	4½ “
Highest rate per mile for full length of line in Illinois.....	4 “
Average rate per mile for through passengers during year.....	3½ “
Average rate per mile for local passengers during year.....	4½ “

FREIGHT TARIFF FOR SIX MONTHS, ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance.....	15c.	12c.	10c.	8c.	5c.
Highest rate per mile per 100 lbs. for 5 to 20 miles.....	1½	1½	1½	1	¾
Highest rate per mile per 100 lbs. for 20 to 50 miles.....	1	4-5	3-5	½	½
Highest rate per mile per 100 lbs. for 50 to 100 miles.....	3-5	½	2-5	½	1-5
Highest rate per mile per 100 lbs. for whole length of line in Illinois.....					
Average rate per mile per 100 lbs. for through freight.....	About ¼ cent.				
Average rate per mile per 100 lbs. for local freight.....	About ½ “				
Amount of through freight carried in six months, ending June 30, 1872.....	10,345 tons.				
Amount of local freight carried in six months, ending June 30, 1872.....	32,702 “				
Total.....	43,047 „				

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

United States Express. Average of 1½ first class rates. General package and express business—taking the same to and from depot.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

All lines and in cars owned by all railroads over which such transportation companies are doing business. No preference.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

No sleeping, drawing-room or dining-room cars are run over the road.

UNITED STATES MAIL.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service?

\$50 per mile. Twelve trips per week.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of road, and that of any road consolidated with it, etc.?.....A. The Peoria and Rock Island Railroad Company was formed by the consolidation of the Peoria and Rock Island Railroad Company, and the Rock Island and Peoria Railroad Company.

Q. Names of original companies and of consolidated companies?.....A. Consolidation took place September 30, 1869.

Q. Date of the foreclosure and sale under which the road is now held?.....A. Has been none.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?....A. None

Q. Date when construction was commenced?.....A. November, 1868.

Q. Date when each division was put in operation and length of termini of each?....A. Can not say.

Q. Date when the whole road was put in operation and termini?.....A. Received from the contractors and commenced to be operated by the company January 1, 1872.

Q. Date of construction, name, length and termini of each branch line?.....A. No branches.

ACCIDENTS TO PERSONS.

June 13. Harry Thompson was injured slightly, at Keller's Station; caused by train breaking in two.

State of Illinois, County of Peoria, ss.

C. W. Smith, General Manager, and C. P. James, Sec., of the Peoria & Rock Island R. R. Co., being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

C. W. SMITH, *General Manager.*

C. P. JAMES, *Secretary.*

Subscribed and sworn to before me this 11th day of October, A. D. 1872,

BERNARD BAILY, *Notary Public.*

R E P O R T

OF THE

PEKIN, LINCOLN AND DECATUR RAILROAD CO.,

For the eight months ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.
R. B. Latham, President.....	Lincoln, Illinois.
C. R. Cummings, Vice-President.....	Pekin, "
A. M. Miller, Secretary.....	Lincoln, "
D. C. Smith, Treasurer.....	Pekin, "
G. H. Burrows, General Superintendent.....	Toledo, Ohio.
T. L. Dunn, Engineer.....	Springfield, Ill.
J. M. Parsons, General Ticket Agent.....	Toledo, Ohio.
J. B. Carson, General Freight Agent.....	" "
General offices at Toledo, Ohio.	

Names of Directors.

Names.	Address.
J. K. Warren.....	Decatur, Illinois.
S. C. Beam.....	Mt. Pulaski, "
A. Mosyfield.....	Lincoln, "
R. B. Latham.....	" "
B. S. Prettyman.....	Pekin. "
D. C. Smith.....	" "
C. R. Cummings.....	" "

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

P. R. W. Construction Company.....	\$800,000
Logan County.....	300,000
Tazewell County.....	100,000
Macon County.....	100,000
Pekin City.....	75,000
Individuals.....	75,000
Delevan Township.....	50,000
Total capital stock subscribed.....	\$1,500,000

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Same as above.

DEBTS.

FUNDED DEBT.

First mortgage bonds, (due A. D. 1900, bear interest at seven per cent., which is payable —)	
amount.....	\$1,076,000
Total funded debt.....	\$1,076,000

FLOATING DEBT.

The amount of debts not secured by mortgage	None.
Total amount of paid up stock and debt.....	\$2, 576, 000

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of road bed, including iron, bridges, fencing, rolling stock, machinery, stations, and other buildings and fixtures.....	\$2, 576, 000
Total estimated value of road.....	\$2, 576, 000

COST OF CONSTRUCTION.

Cost of construction, right of way, and equipment.....	\$2, 576, 000 00
Total cost of construction.....	\$2, 576, 000 00
The cost of road and equipment per mile (67 2-10) miles.....	38, 333 33

CHARACTERISTICS OF ROAD.

LENGTH OF LINE.

Main line:	Miles.
Length of single main track	67 2-10
Branches: None.	
Side Tracks:	
Aggregate length of sidings and other track not above enumerated.....	3 5-10
Total length of track.....	70 7-10

GAUGE.

What is the gauge of your lines.....	4 ft. 8½ in.
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MILEAGE.

Number of miles run by passenger trains during the year ending Junè 30, 1872.....	22, 363
“ “ “ freight “ “ “ “ “ “ “ “	41, 110
“ “ “ construction and all other trains during the year ending June 30, '72....	9, 490
Total mileage.....	72, 963

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains.....	25
Schedule rate of same, including stops.....	20
The highest rate of speed allowed for freight trains.....	15
Schedule rate of same, including stops.....	10

EQUIPMENT.

Company owns no equipment.

BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Kickapoo River.....	Beam Truss..	Wood.	40	1871.
Sugar Creek.....	“	“	40	1871.
Mackinaw river.....	Howe Truss.	“	150	1870.

Wooden bridges, number of.....	4	Aggregate length.....	270 feet
Wooden trestles, “	25	“ “	4, 689 “

What railroads cross your road at grade in this State, and at what locality?

Gilman, Clinton and Springfield Railroad, at Sec. 14, Town 18 N. Range 2 W.	
Chicago and Alton (Main Line) “ “ 30, “ 20 “ “	
“ “ (Jacksonv. Div.) “ “ 10. “ 22 “ 4 W.	

What regulations govern your employees in regard to these crossings?

Trains come to a full stop till the way is clear.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

All iron rail.

FENCING—MILES.

How many miles of fencing have you on your road?..... 4
 What was the average cost per rod?..... No record.
 The total cost of same?..... "
 What is the average cost per mile per year for repairing same?..... "

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles:

No part unfenced, except in the towns.

MONTHLY EARNINGS FOR PART OF THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Month.	Total for transportation of passengers.	Total for transportation of freight.
1871. July.....		
August.....		
September.....		
October.....		
November.....	\$2, 132 93	\$7, 086 78
December.....	2, 675 79	8, 457 46
1872. January.....	2, 896 41	7, 739 87
February.....	2, 518 81	5, 246 29
March.....	2, 675 78	4, 209 70
April.....	2, 198 47	3, 879 58
May.....	2 405 00	5, 732 46
June.....	2 996 37	3, 519 16
Total.....	\$20, 499 56	\$45, 871 30

Total passenger tariff earnings..... \$20, 499 56

Total freight tariff earnings..... 45, 871 30

Total tariff earnings..... \$66,370 86

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	Nov.	Dec.	Jan.	Feb.	March.	April.	May.	June.
Mail.....	\$228 20	\$228 20	\$228 20	\$228 20	\$228 20	\$228 20	\$228 20	\$228 20
Express.....	390 00	390 00	405 00	375 00	390 00	390 00	405 00	375 00
Total.....	\$618 20	\$618 20	\$633 20	\$603 20	\$618 20	\$618 20	\$633 20	\$603 20

Total tariff earnings for eight months, ending June 30, 1872..... \$66,370 86

Total earnings from other sources, " " " "..... 4 945 60

Total..... \$71,316 46

EXPENSES FOR EIGHT MONTHS ENDING JUNE 30, 1872.

OPERATING EXPENSES—EIGHT MONTHS.

For running and management of passenger trains.....	}	\$64,585 23
For running and management of freight trains.....		
For running and management of mixed trains.....		
For motive power and cars.....		
*For maintenance of way, including repairs and renewals of iron and bridges.....		
*For repairs and renewals of station houses, buildings and fixtures.....		
For all other expenses for maintenance of way.....		
For mileage for borrowed cars, at..... per mile.....		
For all other operating expenses.....		

Total operating expenses.....	\$64,585 23
Gross earnings.....	71,316 46
Difference.....	\$6,731 23

ADDITIONAL EXPENSES.

Construction account for 8 months.....	\$12,327 47
Total operating and additional expenses, 8 months.....	76,912 70

FUEL CONSUMED.

Cords of wood consumed.....	No record.
Tons of coal consumed	"

TARIFFS.

PASSENGER TARIFF.

Highest rate per mile for distances less than five miles.....	6c.
Highest rate per mile for distances from ten to fifty miles.....	4½c.
Highest rate per mile for distances from fifty to one hundred miles.....	4½c.
Highest rate per mile for full length of line in Illinois.....	4½c.
Average rate per mile for through passengers during year.....	3½c.
Average rate per mile for local passengers during year.....	4½c.

FREIGHT TARIFF.

	Class 1.	Class 2.	Class 3.	Class 4.
Highest rate per 100 lbs. for shortest distance.....	40	33	27	22
Highest rate per mile per 100 lbs. for 5 to 20 miles.....	28	23	18	16
Highest rate per mile per 100 lbs. for 20 to 50 miles.....	13	10	8	7
Highest rate per mile per 100 lbs. for 50 to 100 miles.....	9	7	6	5
Highest rate per mile per 100 lbs. for whole length of line in Ill.....	9	7	6	5

Amount of through freight carried.....	36,093 tons.
Amount of local freight carried.....	17,324 "
Total.....	53,417 tons.

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

No record kept.

STATE AND LOCAL AID.

Logan County Bonds.....	\$300,000
Tazewell County Bonds	100,000
Macon County Bonds	100,000
Pekin City.....	75,000
Delevan Township	50,000
Amount of county subscription.....	\$500,000
Amount of township subscription.....	50,000
Amount of town and city subscriptions.....	75,000
Total aid.....	\$625,000

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

U. S. Express Company. Fifteen dollars per day.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc. Do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

Toledo, Wabash and Western R. W. Co. being the lessee of our road, the same transportation company's cars are used as upon that road, and an equitable rate is allowed our company.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

No sleeping or dining room cars are run on the road.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$2,738.40 per year.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Amount and date of existing mortgages, and rate of interest on each?—A. \$1,076,000. November, 1870. Seven per cent.

Q. Date when the whole road was put in operation and termini?—A. November, 1871. Termini, Pekin and Decatur.

ACCIDENTS TO PERSONS.—NONE.

Q. What running arrangements have you with other railroad companies, setting forth the contracts for same?—A. Road is leased to the Toledo, Wabash and Western R. W. Co.

State of Ohio, County of Lucas, ss.

Adna Anderson, Vice-President, and W. B. Corneau, Secretary, of the Toledo, Wabash and Western Railway Company, lessee, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

ADNA ANDERSON, *Vice-Pres't*,

W. B. CORNEAU, *Sec'y*.

Subscribed and sworn to before me this thirtieth day of September, A. D. 1872.

FRANK B. SWAYNE, *Notary Public*.

REPORT

OF THE

PITTSBURG, FT. WAYNE AND CHICAGO RAILWAY CO.,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.
G. W. Cass, President.....	Pittsburg, Pa.
F. M. Hutchinson, Secretary and Treasurer.....	" "
General offices at Pittsburg, Pa.	

Names of Directors.	Address.
G. W. Cass.....	Pittsburgh, Penn.
J. Edgar Thomson.....	Philadelphia, "
Springer Harbaugh.....	Pittsburgh, "
Kent Jarvis.....	Massillon, Ohio.
R. R. Springer.....	Cincinnati, "
Pliny Hoagland.....	Ft. Wayne, Indiana.
Jesse L. Williams.....	" "
J. F. D. Lanies.....	New York City.
Louis H. Meyer.....	"
Samuel J. Tilden.....	"
Wm. B. Ogden.....	Chicago, Illinois.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Total capital stock subscribed.....\$21, 614, 285 71

AMOUNT OF STOCK PAID IN, AND BY WHOM.

Total stock paid in.....\$1, 614, 285 71

DEBTS.

FUNDED DEBT.

First Mortgage Bonds (due July 12, 1912, bear interest at 7 per cent.), amount.....	\$5, 250, 000 00
Second Mortgage Bonds (due July 12, 1912, bear interest at 7 per cent.), amount.....	5, 160, 000 00
Third Mortgage Bonds (due at July 12, 1912, bear interest at 7 per cent.), amount.....	2, 000, 000 00
Ohio and Pennsylvania Railroad Company Bridge Bonds, May 1, 1876.....	113, 000 00
P., F. W. and C. Railway Co. Construction Bonds, Jan., 1887.....	100, 000 00
Equipment Bonds, March 1, 1874.....	1, 000, 000 00
Total Funded Debt.....	\$13, 623, 000 00

What railroads cross your road at grade in this State, and at what locality ?

Chicago, Bur. and Quincy, at Chicago, 16th street ; Chicago, Rock Island and Pacific, at Englewood : Michigan Central, and 2 miles southeast of Englewood ; Illinois Central, 2 miles southeast of Englewood.

What regulations govern your employees in regard to these crossings ?

Required to stop within 200 feet of crossings.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety ?

Gates, with red lights, at R. R. Crossings. Sign boards at public high ways, and whistle sounded three times at each highway, and bell rung.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value, as used on your road ?

Road in Illinois laid with iron.

EXPENSES FOR YEAR ENDING JUNE 30, 1873.

OPERATING EXPENSES.

For running and management of passenger trains; for running and management of freight trains; for running and management of mixed trains—maintenance of cars.....	\$551,700 69
For motive power and cars.....	1,511,900 84
*For maintenance of way, including repairs and renewals of iron and bridges; for repairs and renewals of station houses, buildings and fixtures.....	1,113,315 24
For mileage for borrowed cars, and conducting transportation.....	1,566,635 85
Total operating expenses.....	\$4,743,552 62

GENERAL EXPENSES.

State taxes.....	\$99,147 30
All other general expenses.....	46,515 29
Total general expenses.....	\$145,662 59
Total general and operating expenses.....	4,889,215 21
Gross earnings.....	9,312,318 06
Difference.....	\$4,423,102 85

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same.....	\$2,520,500 99
Construction account for the year.....	269,300 09
Additional equipment during year.....	794,396 18
Additional real estate bought during year.....	311,203 49
Total additional expenses.....	\$3,895,400 75
Total general and operating expenses.....	\$4,889,215 21
Gross earnings.....	9,312,318 06

FUEL CONSUMED.

Cords of wood consumed.....	85,549
Tons of coal consumed.....	89,946

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	5 cents.
“ “ “ “ from ten to fifty miles.....	3½ “
“ “ “ “ from fifty to one hundred miles.....	3½ “
“ “ “ “ full length of line in Illinois.....	3½ “

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.
Highest rate per 100 lbs. for shortest distance.....	34	34	34	30
“ “ “ “ mile per 100 lbs. for 5 to 20 miles.....	9	9	8½	8
“ “ “ “ 20 to 30 “.....	5	4½	4	4
“ “ “ “ 50 to 100 “.....	5	4½	4	3½
“ “ “ “ whole length of line in Illinois.....	4	3½	3	2½

Amount of through freight carried in year ending June 30 1872.....	937,128 tons.
“ local “ “ “ “ “ “.....	1,338,651 “
Total.....	2,275,779 “

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Flour and grain.....	220,355 tons.
Provisions.....	57,486 "
Railroad iron.....	65,524 "
Manufactures.....	481,689 "
Animals.....	364,987 "
Ores, iron and others.....	177,109 "
Lumber and forest products.....	179,770 "
Coal.....	383,034 "
Miscellaneous.....	128,045 "
Merchandise and other articles.....	217,780 "
	<hr/> 2,275,779 "

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express companies?

Adams Express Company. \$457 50 per day.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

Usual Railroad and Transportation Company. The Transportation companies are to establish and maintain, at their own expense, independent and efficient agencies in the principal cities of the East and West, and, generally, to co-operate with the officers of the company in establishing the line in public favor; furnish their own cars, and keep them in repair, subject to the approval of the car inspector of the Railway company; pay all expenses, including loss and damage of freight, connected with the shipment and delivery of freight, and pay to Railway company certain specified rates, which rates are based upon an average of prevailing rates charged by the Railway company for similar freight. The Railway company pay to the Transportation company three mills per ton per mile for use of their cars, and have a general supervision of the rates and business.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and, if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Yes; owned by Pullman Palace Car Company. The Railway company haul the cars and keep the outside in repair. \$2 per berth, \$4 per section.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$96,065 per annum.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. P., Ft. W. and C. R'y Co., March 1, 1860; P., Ft. W. and C. R. R. Co., Aug. 1, 1856; Ohio and Penn. R. R. Co., Feb. 24, 1848, and April 11, 1848; Ohio and Indiana R. R. Co., Jan. 15, 1850, and March 20, 1850; Ft. W. and Chicago R. R. Co., Sept. 14, 1852, and Feb. 5, 1853.

Q. Date of consolidation of various companies?—A. Aug. 1, 1856.

Q. Date of the foreclosure and sale under which the road is now held?—A. Oct. 24, 1861.

Q. Amount of Capital Stock extinguished by the mortgage sale; also the amount of floating debt extinguished?—A. None.

Q. Amount of junior mortgages extinguished, or reduction by reason of mortgage sale?—A. None.

Q. Amount and date of existing mortgages and rate of interest on each?—A. First mortgage, March 1, 1862, \$5,250,000; second mortgage, March 1, 1862, \$5,160,000; third mortgage, \$2,000,000—at 7 per cent.

Q. Amount of preferred stock and rate of preference, and for what issued?—A. None.

Q. Amount of stock issued as stock dividends and date of issue?—A. None.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. $2\frac{1}{2}$ per cent. quarterly, since Jan. 1, 1864, to April 1, 1869; $1\frac{1}{2}$ per cent. quarterly, since July 1, 1869.

Q. Date when the whole road was put in operation, and termini?—A. Dec. 1, 1858; Pittsburg and Chicago.

ACCIDENTS TO PERSONS.

- July 1, 1871. One employee injured; fell off train.
- July 15, 1871. One employee injured at Lima, O.; hand crushed while coupling cars.
- Sept. 23, 1871. One person injured while walking on track; intoxicated.
- Dec. 8, 1871. One person injured at Bucyrus, O.; trying to cross track in front of train.
- March 14, 1872. One passenger killed at Dunkirk, O.; collision.
- March 23, 1872. One person killed at Lima, O.; walking on track; deaf.
- April 15, 1872. One person killed at Leesville, O.; lying near track with his head against rail.
- Sept. 4, 1871. One person killed at Chicago; fell off engine.
- Oct. 27, 1871. One person injured at Chicago; run over; intoxicated.
- Jan. 1, 1872. One employee killed at Chicago; coupling cars.
- Jan. 6, 1872. One person injured at Chicago; driving team across track.
- Dec. 20, 1871. One person injured at Chicago; jumped from train in motion.
- March 14, 1872. One person killed at Chicago; trying to cross track.
- May 27, 1872. One employee injured at Chicago; fell from train.
- June 26, 1872. One employee injured at Chicago; foot caught in guard.
- July 3, 1871. One person injured; jumped from train in motion.
- July 3, 1871. One employee injured; uncoupling cars.
- Oct. 8, 1871. One person killed; fell from cars.
- Nov. 2, 1871. Two employees injured; switch wrong.
- Nov. 9, 1871. One person killed; fell from cars.
- Nov. 25, 1871. One employee injured; coupling cars.
- Nov. 30, 1871. One person killed; was deaf.
- Dec. 4, 1871. One person injured; train broke.
- Dec. 13, 1871. One person killed; lying on track.
- Dec. 27, 1871. One person killed; stealing a ride.
- Oct. 17, 1871. One person injured; fell from train.
- Oct. 17, 1871. One person injured; got off wrong side of train.
- Jan. 14, 1872. One employee injured; fell from engine.
- Feb. 21, 1872. One employee killed; coupling cars.
- March 30, 1872. One employee injured; leg crushed.
- June 5, 1872. One person injured; driving wagon across track.
- June 20, 1872. One person killed; trying to get on train in motion.
- June 23, 1872. One person injured; asleep on track.
- June 27, 1872. One person injured; trying to get on moving train.
- June 29, 1872. One employee injured; foot caught in rail.
- June 29, 1872. One employee injured; foot run over.

State of Pennsylvania, County of Allegheny, ss.

Geo. W. Cass, President, of the Pittsburg, Ft. Wayne and Chicago Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the lessee of this railway, and having carefully examined the same, believes them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872.

[SEAL.]

G. W. CASS, *President.*

Subscribed and sworn to before me this 14th day of September, A. D. 1872.

[SEAL.]

WILLIAM F. ROBB,
Notary Public.

REPORT

OF THE

ROCKFORD, ROCK ISLAND AND ST. LOUIS RAILROAD COMPANY,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
R. R. Cable, President	Rock Island,	\$6,000 00
G. W. Cable, 1st Vice President.....	Davenport, Iowa.....	None.
John P. Whitehead, Secretary.....	Rock Island,	3,000 00
C. Lynde, Jr., Treasurer.....	"	None.
R. R. Cable, General Superintendent.....	"	included in salary as President
T. Penfield, General Ticket Agent.....	"	2,000 00
John N. Conger, General Freight Agent.....	"	3,000 00
General offices at Rock Island, Illinois.		

Names of Directors.	Address.
Ransom R. Cable.....	Rock Island, Illinois.
C. Lynde, Jr.	"
James M. Buford.....	"
Milo Lee.....	"
Frederick Weyerhauser	"
Dr. Calvin Truesdale.....	"
G. W. Cable	Davenport, Iowa.
Hiram Cable.....	"
John Moses.....	Winchester, Scott co., Ill.
B. Stickney, Sr.....	St. Louis, Missouri.
Henry Budge.....	New York.

CAPITAL STOCK.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

By various towns and counties, as per list of town and county bonds issued.....	\$1,043,000 00
By various persons, including stock issued to the contractors who built the road, and to other persons, for services, etc.....	5,447,579 41
Total stock paid in.....	\$6,490,579 41

DEBTS.

FUNDED DEBT.

First Mortgage Bonds (Due August 1, 1918, (bear interest at 7 per cent. in gold, which is payable semi-annually) amount.....	\$9,000,000 00
Total Funded Debt.....	\$9,000,000 00

FLOATING DEBT.

The amount of Debt not secured by Mortgage (for a portion of this floating debt incurred for rolling stock, there is a lien on rolling stock)	\$290, 540 85
Total funded and floating debt.....	\$9, 290, 540 85
Total amount of paid up stock and debt.....	\$15, 781, 120 26

COST OF ROAD AND EQUIPMENT.

COST OF CONSTRUCTION AND EQUIPMENT.

Cost of construction	\$14, 512, 005 60
Cost of right of way.....	294, 824 54
Cost of equipment, rolling stock, tools and machinery.....	1, 204, 479 21
Total cost of construction and equipment.....	\$16, 011, 309 35
The cost of road and equipment per mile (mileage of side track not included, 278.93-100 miles).....	57, 402 00
For same, including side tracks, making 305 62-100 miles.....	52, 380 00

CHARACTERISTICS OF ROADS.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track—Sterling to East St. Louis, of which 39 1-10 is leased.....	292. 66
Branches:	
Cleveland branch, single track.....	2.50
Coloma branch, single track.....	4.97
Keithsburg branch, single track.....	17.90
Total.....	318.03
Side tracks:	
Aggregate length of sidings and other track not above enumerated.....	26.69
Total length of track	344.72

GAUGE.

What is the gauge of your lines ?.....	4 ft. 8½ inches.
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MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872.....	399 186
“ “ “ freight “ “ “ “	492, 445
“ “ “ construction and all other trains during the year ending June 30, 1872.....	215, 644
Total mileage.....	1, 107, 275

SPEED OF TRAINS—MILES PER HOUR.

Schedule rate of speed allowed for express passenger trains, including stops.....	25
“ “ “ “ mail and accommodation trains, including stops.....	25
“ “ “ “ freight trains, including stops.....	15

EQUIPMENT.

Number of locomotives of more than 20 tons weight, exclusive of tender.....	33
“ passenger cars.....	15
“ express and baggage cars.....	7
“ box freight cars.....	380
“ other cars.....	535

BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.
Rock River	Truss.	Wood.	730
Green River	"	"	208
Edwards' River	"	"	158½
Pope's Creek	"	"	158½
Henderson Creek	"	"	158½
Cedar Creek	"	"	158½
Sugar	"	"	125
Illinois River	Truss—draw	"	1,065
Indian Creek	Truss.	"	135
Mauvaisterre	"	"	100
Walnut Creek	"	"	35
Big Sandy	"	"	135
Taylor	"	"	100
Macoupin	"	"	135
Wood River, five bridges	"	"	338

Number of wooden bridges, 19. Aggregate length, 3,740 feet.

What railroads cross your road at grade in this state, and at what locality?

Name of railroad.	County.	Section.	Town.	Range.	
Northwestern Railroad	Whiteside co.	22	21 N.	6 W.	4 P. M.
Chicago, Burlington and Quincy	"	30	20 "	6 "	"
Western Union	Rock Island.	25	18 "	1 "	"
Chicago, Rock Island and Pacific	Henry	11	17 "	1 E.	"
Peoria and Rock Island	Rock Island.	36	18 "	2 W.	"
Illinois Central	Henry	21	16 "	1 E.	"
Chicago, Burlington and Quincy	"	21	14 "	1 "	"
"	Henderson.	16	10 "	5 W.	"
"	Warren.	31	11 "	2 "	"
"	McDonough	33	7 "	1 "	"
Toledo, Peoria and Warsaw	"	33	7 "	1 "	"
Chicago, Burlington and Quincy	Fulton	32	4 "	1 E.	"
Toledo, Wabash and Western	"	11	15 "	12 W.	"
Chicago and Alton (Louisiana branch)	Greene.	23	12 "	12 "	"
" (Jacksonville br'h)	"	35	12 "	12 "	"
" (main line)	Macoupin	18	7 "	9 "	"
Terre Haute, Alton and St. Louis	Madison.	16	5 "	9 "	"

What regulations govern your employees in regard to these crossings?

All trains, or engines without trains, must come to a full stop, and not proceed until conductors and engineers know the way is clear. The whistle must be blown, or the bell rung, at all crossings, and at 80 rods therefrom. The bell must be kept ringing until the crossing is passed. See rules 10 and 37, in time card No. 7.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety?

In addition to the above regulations, if crossings are properly planked and approaches in good order, and signs up—all of which precautions are taken on this road, the crossings of which are all inspected at least once in a year, by the company surveyor—and if the rules on time card are observed, we do not know what additional safeguards are needed; provided a reasonable degree of prudence is exercised by employees and the public. Most accidents are the result of recklessness.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

No steel rails are laid on this road.

FENCING.

How many miles of fencing have you on your road	129 miles
What was the average cost per rod	\$1 70
The total cost of same	\$70,252 00
What is the average cost per mile per year for repairing same	5 00
How many miles of hedge have you on your road	None

Give the length of tract which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles:

11.50 in Madison county.
 23.10 in Macoupin county.
 10.80 in Jersey county.
 18.40 in Greene county.
 30.40 in Scott county.
 10.30 in Morgan county.
 18.80 in Cass county.
 23.40 in Schuyler county.
 22.40 in Fulton county.
 37.60 in McDonough county.
 56.70 in Warren county.
 14.50 in Mercer county.
 9.10 in Knox county.
 45.80 in Henry county.
 9.70 in Rock Island county.
 24.50 in Whiteside county.
 29.50 in Henderson county.
 Aggregate amount, 399.50 miles.

Explanations of above and suggestions upon the subject of fencing:

Additional fencing is being done from time to time as the finances of the road will allow.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Month.	Total for transportation of passengers.	Total for transportation of freight.
1871. July.....	\$20,495 02	\$52,812 23
August.....	21,685 36	55,730 54
September.....	34,837 23	72,469 12
October.....	20,709 77	73,441 49
November.....	21,553 52	73,359 71
December.....	20,102 54	70,863 41
1872. January.....	20,457 56	67,229 79
February.....	16,895 64	71,069 99
March.....	20,703 53	73,166 93
April.....	18,623 17	61,475 31
May.....	18,071 49	44,342 89
June.....	19,498 49	43,404 81
Total.....	\$252,635 32	\$700,236 92

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.
Express.....	\$1,678 71	\$2,365 93	\$1,850 05	\$1,883 82	\$2,921 78	\$2,684 57	\$1,665 60	\$1,496 81	\$2,133 43	\$2,125 49	\$2,375 28	\$2,484 97
U. S. Mail.....	1,737 50	1,737 50	1,737 50	1,737 50	1,737 50	1,737 50	1,737 50	1,737 50	1,737 50	1,737 50	1,737 50	1,737 50
Sundries.....	819 40	856 24	505 90	421 35	1,086 89	855 39	1,046 47	567 06	357 97	594 83	79 32	1,169 89
Total.....	\$4,235 61	\$4,959 67	\$4,093 45	\$4,042 67	\$5,746 17	\$5,277 46	\$4,449 57	\$3,801 37	\$4,228 90	\$4,457 82	\$4,192 10	\$5,392 36

Total passenger tariff earnings for year.....

\$252,635 32

Total freight tariff earnings for year.....

700,236 92

Total tariff earnings for year.....

\$1,012,871 54

Total earnings from other sources.....

54,877 15

Total.....

\$1,067,748 69

No statistics have been kept of the through earnings as distinct from local earnings. The through business on this road is very small.

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

The accounts of this road have not been kept so as to render it possible to show the separate cost of running passenger and freight trains, nor is it understood what amounts are intended to be included in some of the detailed items. A statement, therefore, is annexed, showing all the various items of expenditure as distributed by this company.

Statement of earnings and operating expenses of the Rockford, Rock Island and St. Louis Railroad Company for twelve months, July 1, 1871, to June 30, 1872:

Earnings.	Expenses.	Earnings.
Freight		\$760,236 22
Passenger		252,635 32
Express		25,666 44
Mail		20,850 00
Miscellaneous		8,360 71
Gross profit		\$1,067,748 69
OPERATING EXPENSES.		
Repairs of track	\$136,734 14	
Repairs and expenses of telegraph	1,142 77	
Repairs of bridges and culverts	18,745 63	
Repairs of fences and stock yards	559 80	
Repairs of buildings	7,010 11	
Repairs of locomotives and tenders	61,369 33	
Repairs of cars	70,523 80	
Repairs of tools and machinery	3,373 69	
Fuel used on locomotives and at engine houses	72,260 41	
Fuel and light used on cars and at general office and stations	3,349 35	
Oil, tallow and waste, used on locomotives, cars and shops	12,783 85	
Office and station furniture and supplies	2,782 44	
Car and locomotive furniture and supplies	4,179 44	
Stationery and tickets	8,803 45	
Foreign agency and advertising	6,192 60	
Rent of general or branch office, stations, etc	6,236 67	
Management and general offices	32,692 91	
Stat. serv., salaries of agents, clerks, etc	84,072 39	
Engineers, firemen and wipers, salaries of	78,969 13	
Conductors, baggage and trainmen, salaries of	45,454 08	
Personal injuries	7,656 62	
Damage to property, stock killed or injured	7,256 20	
Loss and damage of freight and baggage	4,810 76	
Teaming	1,484 39	
Insurance	3,120 00	
Taxes, state and local	26,202 18	
Taxes, U. S. Government and stamps	689 30	
Miscellaneous expense, not charged to any other account	15,615 32	
Discount and interest	751 09	
Water stations	11,554 79	
Rent of Indianapolis and St. Louis	\$736,376 64	
Rent of Peoria and Rock Island	56,837 75	
	30,999 96	
		\$824,214 35
Excess of earnings, July, 1871, to July 30, 1872		\$243,534 34
GENERAL EXPENSES.		
General operating expense, including leases and taxes		\$824,214 35
Construction account for the year		102,558 77
Additional equipment		9,898 60
Total		\$936,671 72

JOSEPH WHITEHEAD, Secretary.

GENERAL EXPENSES.

State taxes	*\$26,202 18
National taxes	689 30

*Only a part of the taxes for 1871 have been brought into the account, the total amount rated against this road for the year 1871 being no less than \$48,573 86. The balance, viz.: \$23,371 68, has all been paid and will appear in the accounts for 1872.

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same.....	\$87,737 71
For lease or privilege of other roads.....	102,558 77
Construction account for the year, rolling stock, tools and machinery.....	9,898 60
Total general and operating expenses, including construction.....	936,671 72
Gross earnings.....	\$1,067,748 69

FUEL CONSUMED.

Cords of wood consumed.....	1,920
Tons of coal consumed.....	50,112

TARIFFS.

PASSENGER TARIFF FOR THE YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	5 cents.
“ “ distances from ten to fifty miles.....	4 “
“ “ distances from fifty to one hundred miles.....	4 “
“ “ full length of line in Illinois.....	3.6 “

Average rate per mile for through and local passengers during year: No statistics kept, but the average for local and through passengers would be between 3 6-10 and 4 cents.

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance.....	2.40	2	1.80	1.30	1.20
“ “ mile per 100 lbs. for 5 to 20 miles. ..	2.40	2	1.80	1.30	1.20
“ “ “ “ 20 to 50 “ ..	1.15	1	0.85	0.65	0.60
“ “ “ “ 50 to 100 “ ..	0.66	0.60	0.56	0.42	0.38
line in Illinois. whole length of ..	0.28	0.25	0.22	0.17	0.11

Average rate per mile per 100 lbs. for through and local freight.....No statistics kept

Amount of through freight carried in year ending June 30, 1872.....	4,698 tons.
Amount of local freight carried in year ending June 30, 1872.....	283,787 “
Total	288,485

MISCELLANEOUS EXHIBITS.

No statistics kept of tonnage of articles transported.

GENERAL BALANCE SHEET, 1st JULY, 1872.

Assets.	Amount.	Liabilities.	Amount.
By cost of old construction account to 30th June, 1872		To capital stock.....	\$6,490,579 41
By new construction to 30th June, 1872	\$15,965,416 68	To mortgage bonds.....	9,000,000 00
By balance in hands of Treasurer:	45,892 67	To unpaid coupons of February 5, 1872.....	97,048 78
By bills of exchange notes.....	6,730 63	To balances due to the Treasurer.....	31,543 16
By audited bills.....	8,149 47	To bills of exchange notes.....	127,493 45
By sundry ledger account.....	95,270 57	To audited bills.....	112,910 40
By sundry railroad companies.....	15,223 34	To sundry ledger accounts.....	34,312 42
By agents' balances.....	6,470 83	To sundry railroad companies.....	18,967 48
By material on hand.....	13,345 25	To profit on operating the road 12 months, July, 1871, to June 30, 1872	243,534 34
Total	\$16,156,480 44	Total	\$16,156,480 44

STATE AND LOCAL AID.

Township.	County.	Character of sub- scription.	When issued to company.	Amount.	Principal payable.	Rate of Interest.	Interest payable
Canoe Creek.....	Rock Island.....	3 bonds	July 1, 1870.....	\$3,000	July 1, 1890.....	10 per cent.	Annually.
Moline.....	" "	100 "	July 1, 1869.....	50,000	July 1, 1889.....	" "	" "
Rock Island.....	" "	100 "	January 1, 1870.....	50,000	July 1, 1890.....	" "	" "
Henry.....	" "	30 "	October 1, 1870.....	20,000	October 1, 1890.....	" "	" "
Lynn.....	" "	40 "	February 1, 1871.....	18,000	" "	" "	" "
Rio.....	Knox.....	30 "	October 1, 1870.....	30,000	" "	" "	" "
Spring Grove.....	Warren.....	50 "	" "	20,000	" "	" "	" "
Schuyler.....	" "	5 "	July 1, 1870.....	5,000	July 1, 1890.....	" "	" "
Monmouth.....	" "	25 "	" "	25,000	" "	" "	" "
Lenox.....	" "	20 "	July 1, 1870.....	10,000	" "	" "	" "
Roseville.....	" "	33 "	" "	33,000	" "	" "	" "
Ellison.....	" "	10 "	" "	5,000	" "	" "	" "
Swan.....	" "	35 "	" "	35,000	" "	" "	" "
Walnut Grove.....	McDonough.....	30 "	June 1, 1870.....	15,000	June 1, 1890.....	10 "	" "
Bushnell.....	" "	100 "	" "	50,000	" "	10 "	" "
Mound.....	" "	80 "	" "	40,000	" "	10 "	" "
New Salem.....	" "	100 "	" "	50,000	" "	10 "	" "
El Dorado.....	" "	12 "	" "	6,000	" "	10 "	" "
Farmer.....	Fulton.....	70 "	" "	35,000	" "	10 "	" "
Vermont.....	" "	48 "	" "	24,000	March 1, 1890.....	10 "	" "
Astoria.....	" "	50 "	" "	15,000	June 1, 1890.....	10 "	" "
Woodland.....	" "	30 "	" "	20,000	" "	10 "	" "
Browning.....	Schuyler.....	40 "	" "	10,000	" "	10 "	" "
Fredrick.....	" "	20 "	February 1, 1869.....	31,000	February 1, 1889.....	10 "	Semi-annually.
City Beards town.....	Cass.....	310 "	November 1, 1869.....	10,000	November 1, 1889.....	10 "	" "
" "	" "	20 "	June 1, 1870.....	10,000	June 1, 1890.....	10 "	Annually.
" "	" "	10 "	" "	4,000	" "	" "	" "
" "	Astoria.....	80 "	December 1, 1869.....	30,000	December 1, 1884.....	10 "	" "
" "	Arcuzville.....	60 "	January 1, 1870.....	10,000	January 1, 1890.....	10 "	" "
" "	Winchester.....	20 "	February 1, 1870.....	4,000	February 1, 1884.....	8 "	" "
" "	Whitchall.....	8 "	April 1, 1870.....	25,000	April 1, 1890.....	8 "	" "
" "	Greenfield.....	50 "	July 1, 1870.....	200,000	July 1, 1890.....	8 "	" "
" "	Brighton.....	200 "	January 1, 1870.....	50,000	January 1, 1876.....	10 "	" "
" "	Macopin and Jersey	100 "	March 1, 1870.....	50,000	March 1, 1880.....	8 "	July 1.
" "	Warren.....	100 "	" "	" "	" "	" "	" "
" "	Scott.....	100 "	" "	" "	" "	" "	" "
" "	Greene.....	" "	" "	" "	" "	" "	" "
Total.....				\$1,043,000			

Amount of county subscription.....	\$200,000 00
" township subscription.....	619,000 00
" town and city subscription.....	124,000 00
Total aid.....	\$1,043,000 00

EXPRESS COMPANIES.

What express companies run on your road, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The American Merchants' Union Express Company runs on this road. Does an ordinary express business. Pays this company one and one-half first class rates and messengers' fares one way. At the larger towns the express company receives freights at its own offices; at the smaller towns it is received at the stations on the line of the road.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

This road has no contracts with any transportation companies.

SLEEPING-CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

This road runs its own sleeping-cars between Rock Island and East St. Louis, and charges one dollar and a half.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$20,850 per annum. Mail matter for small towns is carried on day trains only; for principal points it is carried on night trains, also.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. February 16th, A. D. 1865.

Q. Date of all amendments to charters of original roads and to consolidated roads?—A. March 4, 1869.

Q. Amount, number and date of original mortgages?

A. June 15, 1868.....	\$5, 000, 000
October 23, 1868	4, 000, 000
Total.....	\$9, 000, 000

The whole of this mortgage runs from 50 years from August 1, 1868.

Q. Date of the foreclosure and sale under which the road is now held?—A. None.

Q. Amount of mortgage on which sale was made, and amount for which the road sold?—A. None.

Q. Amount of capital stock extinguished by the mortgage sale; also, the amount of floating debt extinguished?—A. None.

Q. Amount of junior mortgages extinguished, or reduction by reason of mortgage sale?—A. None.

Q. Amount and date of existing mortgages and rate of interest on each?—A. No change in original mortgage as stated. \$9,000,000; from August 1, 1868, for fifty years, at 7 per cent.; that payable in gold (both principal and interest.)

Q. Amount of preferred stock and rate of preference, and for what issued?—A. \$6,490,579 41, nine millions authorized, leaving \$2,509,420 59 at disposal.

Q. Amount of stock issued as stock dividends, and dates of issue?—A. None.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. None.

Q. Date when the whole road was put in operation and termini?—A. December, 1870.

Q. Gross earnings for each year on all lines operated?—A. This is the first year that the road has been run completed through.

What running arrangements have you with other railroad companies, setting forth the contracts for same?

With the Indianapolis and St. Louis Railroad Company, between Alton Junction and East St. Louis (about 20 miles), paying for use of track 30 cents per ton for each ton of freight and 30 cents for each passenger carried. Also, with the Peoria and Rock Island Railroad, from Rock Island to Orion, paying a yearly rental of \$31,000 per annum and one-half of the local earnings between those places.

GENERAL REMARKS.

In the amount of floating debt stated on page 5, and in the general balance sheet, page 14, we have not included the interest due on the bonded debt for the half years ending August 1, 1871, and February 1, and August 1, 1872. Negotiations are now pending with the bondholders for certificates of indebtedness to be issued for this interest, and, also, for a reduction of one-half of the bonded debt into a seven per cent. preference stock.

State of Illinois, County of....., ss.

Cornelius Lynde, Director, and John P. Whitehead, Secretary of the Rockford, Rock Island and St. Louis Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of the company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, 1872, to the best of their knowledge and belief.

CORNELIUS LYNDE, JR.,

JOHN P. WHITEHEAD.

[SEAL.]

Subscribed and sworn to before me this 6th day of December, A. D., 1872.

[SEAL.]

PHIL. MITCHELL,

Notary Public.

REPORT

OF THE

ST. LOUIS, ALTON AND TERRE HAUTE RAILROAD CO.

Main line from East St. Louis, Ill., to Terre Haute, Ind. Leased to and operated by the Indianapolis and St. Louis Railroad Co.

For six months, ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
Charles Butler, President	New York City.....	\$4,500 00
Geo. W. Parker, First Vice-President	Charleston, Ill.....	4,020 00
G. H. Gurley, Secretary.....	New York City.....	2,500 00
Chas. Butler, Treasurer.....	New York City.....	
Geo. W. Parker, General Manager	Charleston, Ill.....	
Wm. G. Broughton, General Superintendent.....	Belleville, Ill.....	3,600 00
H. S. De Pew, Gen'l Ticket Ag't and Gen'l Fr't Ag't.....	St. Louis, Mo	1,800 00
General offices at 208 South Fourth street, St. Louis, Mo.		

Names of Directors.	Address.
Charles Butler.....	New York.
Samuel J. Tilden	"
Thomas Denny	"
Russell Sage	"
Robert Bayard	"
Horace F. Clark	"
Geo. W. Parker	Illinois.
A. H. H. Rountree.....	"
Carlos S. Greely	"
M. M. Dill	"
Levi Davis.....	"
W. H. Underwood	"
S. Chamberlain	"

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK PAID IN, AND BY WHOM.

[A complete list of stockholders, and amount owned by each, is on file in the office of the Commission.—SEC'Y B'D.]

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

All paid in so far as the present officers are advised.

Total preferred	\$2,468,400 00
Total common	2,300,000 00
Total stock paid in.....	\$4,768,400 00

Number of locomotives of more than 30 tons weight, exclusive of tender	2
“ “ “ 20 “ “ “ “	11
Number of passenger cars	9
Number of express and baggage cars	4
Number of box freight cars	63
Number of other cars, as follows:	
Stock cars	15
Platform cars	30
Coal cars (Gondolas)	433

BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Richland.....	Howe truss.....	Wood.....	44	.....
Kaskaskia River.....	".....	".....	1,470	1869
Big Beaucoup.....	Truss bridge.....	".....	175	1870
Panther Creek.....	".....	".....	103	1870
Little Beaucoup.....	".....	".....	127	1870
Williams Creek.....	".....	".....	74	1870
East St. Louis.....	Trestle.....	".....	972	1870

Iron bridges, number of, 6; aggregate length.....1,998 feet.
 Wooden trestles, number of, 69; aggregate length.....4,197 "

What railroads cross your road at grade in this State, and at what locality?

Illinois and St. Louis Railroad Coal Co., at survey 115, Cahokia Commonfields, St. Clair county, Ill.

Chester and Tamaroa Railroad, at section 14, town 58, range 3 W., Perry county, Ill.

What regulations govern your employees in regard to these crossings?

All trains must come to a full stop before crossing another railroad at grade; and conductors and engineers in charge must know the way is clear before crossing.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety?

The ordinary sign "Railroad Crossing" is sufficient, except in populous cities, when gates and watchmen are the only safe guard.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

No steel rail used on this road.

FENCING.

How many miles of fencing have you on your road?..... 18 miles.

What was the average cost per rod?.....\$1 25

Main line is nearly all fenced.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles:

Thirty-four miles in St. Clair county; five in Randolph county; thirteen in Perry county. Aggregate amount, 52 miles.

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger, freight and mixed trains	\$41,670 58
For motive power and cars	49,003 58
For maintenance of way, including repairs and renewals of iron and bridges	83,352 67
For repairs and renewals of station-houses, buildings and fixtures	847 62
For mileage for borrowed cars	3,040 85
For all other expenses, viz: agents' and clerks' salaries, office and station expenses, printing and advertising, operating telegraph, etc.	104,018 11
Total operating expenses	\$281,033 41

GENERAL EXPENSES.

State taxes	\$12,356 25
Total general and operating expenses	294,289 66
Gross earnings	508,306 96
Difference	\$214,017 30

ADDITIONAL EXPENSES.

For lease or privilege of other roads—rental of B. and So. Ill. Railroad per annum	\$88,000 00
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FUEL CONSUMED.

Cords of wood consumed	537
Tons of coal consumed	7,584

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles—15 cts. is the smallest fare charged..	15	cts.
Highest rate per mile for distances from ten to fifty miles	4	"
Highest rate per mile for distances from fifty to one hundred miles	4	"
Highest rate per mile for full length of line in Illinois	4	"
Average rate per mile for through passengers during the year	03.41	"
Average rate per mile for local passengers during the year	03.59	"

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs., for shortest distance	12	9	6	5	5
Highest rate per mile per 100 lbs., for 5 to 20 miles	2½	1 4-5	1 1-5	1	1
Highest rate per mile per 100 lbs., for 20 to 50 miles	17-20	13-20	9-20	2-5	2-5
Highest rate per mile per 100 lbs., for 50 to 100 miles	11-17	28-51	7-17	16-51	16-51
Highest rate per mile per 100 lbs., for whole length of line in Illinois					

Average rate per mile per 100 lbs. for through freight	One mill and one half.
Average rate per 100 lbs. for local freight	3¼ cts. Cannot state rate per mile.
Amount of through freight carried in year ending June 30, 1872	26,010½ tons.
Amount of local freight carried in year ending June 30, 1872	459,161 "
Total	485,171½ "

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals	5,604	lbs.
Agricultural products, except grain	2,450½	"
Flour	26,626½	"
Provisors	569½	"
Manufactures	2,583	"
Animals	4,000½	"
Lumber and forest products	35,460½	"
Coal	385,613½	"
Merchandise and other articles	22,262½	"

GENERAL BALANCE SHEET, 1ST JULY, 1872.

ST. LOUIS, ALTON AND TERRE HAUTE R. R. CO.

Assets.	Amount.	Liabilities.	Amount.
Amount general expenses, January to July 31, 1872.	\$907 50	Amount rentage, January to July 1, 1872.	\$262,500 00
" due to other roads on ticket account		" due to individuals	
" suspense account		" Belleville Branch	
" contractors (L. and St. L. R. lessees)		" income tax	
" Bank North America.		" interest account	
" bills receivable	157,457 00	First mortgage coupons	\$96,318 35
B. and So. Ill. rent account		Second mortgage coupons preferred	
B. and So. Ill. equipment account		" income	
Income account	715,041 29	Equipment mortgage coupons	10,000 00
Capital stock		Equipment mortgage bonds	\$200,000 00
		First mortgage bonds	
	11,040,000 00	Second mortgage bonds preferred	2,200,000 00
		" income	
		Preferred stock	1,700,000 00
		Common stock	
	\$11,913,405 79		2,040,000 00
			2,300,000 00
			11,340,000 00
			\$11,913,405 79

STATE AND LOCAL AID.

Books of this company in the hands of present management do not show anything.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc., what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The Adams Express runs on road without any written contract. Verbal agreement to pay one and one half first class tariff freight rates. Messengers at half fare. Company furnish necessary cars, and keep them in repair. They do a general express business. Freight is taken from depots,

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Sleeping cars are on this road; owned by Illinois Central Railroad Company. Charges, in addition to regular fare, are \$1 50 from East St. Louis to Cairo.

U. S. MAIL.

What is the compensation paid by the U. S. Government for the transportation of its mails, and on what terms of service?

One hundred dollars per mile per annum, railroad company delivering mail at post offices at terminal stations, and at way stations within one half mile of the station.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Act incorporating Terre Haute and Alton Railroad, approved Jan. 23, 1851; act incorporating Belleville and Illinoistown Railroad, approved . . . 21, 1852.

Q. Names of original companies and of consolidated companies?—A. The T., H. and A., the B. and I. railroad were consolidated under act approved Feb. 23, 1854, forming the Terre Haute, Alton and St. Louis Railroad Company.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. The T. H., A. and St. L. R. R. was sold under decree of U. S. Court by bondholders, and the purchasers incorporated as the St. Louis, Alton and Terre Haute Railroad Co., under act approved Feb. 13, 1861. The latter organization was in June, 1862.

Q. Dates of consolidation of various companies?—A. The consolidation above referred to was in October, 1856.

Q. Amount, number and date of original mortgages?—A. Given above as far as known to present management.

Q. Date of the foreclosure and sale under which the road is now held?—A. January term, 1862, of U. S. Circuit Court for Southern District of Illinois.

Q. Amount of mortgage on which sale was made, and amount for which the road sold?—A. Books of this company do not show.

Q. Amount of capital stock extinguished by the mortgage sale, also the amount of floating debt extinguished?—A. 50 per cent. of the capital stock, and all the floating debt.

Q. Amount of junior mortgages extinguished or reduction by reason of mortgage sale?—A. None.

Q. Amount of preferred stock and rate of preference and for what issued?—A. Amount and per cent. of preference given above. Issued to equip the road principally.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. None on common stock; dividends on preferred stock paid up.

Q. Date when construction was commenced?—A. About 1852.

Q. Date when each division was put in operation, and length and termini of each.—A. Don't know.

Q. Date when the whole road was put in operation and termini.—A. Main line and Belleville branch about 1856. Main line termini, Terre Haute, Ind., and East St. Louis, Ill.; Belleville branch, East St. Louis, Ill.

Q. Date of construction, name, length and termini of each branch line.—A. Belleville and Southern Illinois extension in 1870.

Q. Roads operated under lease, length and termini, also term of lease.—A. Belleville and Southern Illinois Railroad operated by this company under a 999 years lease. Length, 56 miles and a fraction, termini, Belleville and Du Quoin, Ill.

ACCIDENTS TO PERSONS.

BY THEIR OWN MISCONDUCT OR WANT OF CAUTION.

- Aug. 5. Person injured, $1\frac{1}{2}$ miles south Coulterville, stealing his way on box car. Train wrecked.
 Aug. 5. Person injured at Coulterville; riding on hand car, on train's time.
 Oct. 20. Brakesman injured, fell between the cars at Freeburg, while switching.
 Dec. 20. Person killed, two miles south of East St. Louis, while walking on track, and was run over.
 Dec. 21. Person killed at East St. Louis; riding on the side of a box car, and fell off.
 March 12. Employee killed, at Belleville; fell off cars while switching.
 April 11. Person injured, at East St. Louis. He was on trestle, and wind blew him in front of engine.
 March 1. Person killed, one mile south of Belleville. He was dumb and laying on track.
 June 22. Person killed, at Freeburg. Laying on track; suicide.

What running arrangements have you with other railroad companies, setting forth the contracts for same?

We have an arrangement with the Illinois Central Railroad Company, by the terms of which we run through passenger trains between East St. Louis and Cairo—each company furnishing half of the rolling stock, and each taking the earnings on its own road.

State of Illinois, County of Coles, ss.

Geo. W. Parker, Vice-President and General Manager of the St. Louis and Terre Haute Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

GEO. W. PARKER, *Vice-President.*

Subscribed and sworn to before me this 30th day of September, A. D. 1872.

[SEAL.]

ROBT. S. HOGDEN, *Notary Public.*

REPORT

OF THE

ST. LOUIS AND SOUTHEASTERN RAILWAY COMPANY,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
Edward F. Winslow, President.....	St. Louis, Mo.	\$9,000 00
Joseph J. Castles, First Vice President.....	Equality, Ills.	
Charles W. Gardiner, Secretary and Treasurer.	St. Louis, Mo.	1,500 00
Edward F. Winslow, General Manager	"	
Joseph J. Boyd, General Superintendent	Evansville, Ind.	4,000 00
E. C. Rice, Chief Engineer.	St. Louis, Mo.	
John W. Mass, General Ticket and Freight Agent	"	2,000 00
John P. Haines Auditor	"	2,000 00
Total		\$30,000 00

General Offices at St. Louis, Mo., and Chief Offices St. Louis Division (being all the road in Illinois),
Mt. Vernon, Illinois.

Names of Directors.	Address.
Edward F. Winslow.....	St. Louis, Mo.
Joseph J. Castles.....	Equality, Ills.
Charles W. Thomas	Belleville, Ills.
Daniel Hay.....	Nashville, Ills.
Thomas S. Casey.....	Mt. Vernon, Ills.
D. W. Lusk.....	Shawneetown, Ills.
J. F. Alexander	Greenville, Ills.
Bluford Wilson.....	Shawneetown, Ills.
Samuel Bayard.....	Evansville, Ind.
Matthew Henning.....	"
John A. Reitz	"
William Heilman.....	"
William Garvin	"

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND PAID IN, AND BY WHOM.

Subscriber.	No. sh'res	Subscriber.	No. sh'res
H. Schulz & Bro.	7	M. M. Buck.....	10
Carl Schulz	3	Choteau, Harrison & Valle.....	30
Saline county, Illinois.....	250	City of Shawneetown, Illinois.....	250
George R. Taylor	10	Eau Claire, Lumber Company.....	10
Town of Eldorado.....	50	James B. Eads.....	100
Washington county, Illinois.....	2,000	Hamilton county, Illinois.....	2,000
Elizabeth Wood.....	8	W. H. Johnson.....	2
Wiggins Ferry Company	50	Town of Mascoutah, Illinois.....	500
Westlake & Button.....	5	Mt. Vernon Township	250
White county, Illinois.....	1,000	Gallatin county	1,000
John B. Lovington.....	5		
J. B. S. Lemoine.....	3		
William McPherson.....	40	Total number shares.....	7,583

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Names.	Residence.	No. sh/res
George Opdyke.....	New York.....	500
George Opdyke & Co.....	".....	3,332
Horace Porter.....	Washington, D. C.	100
E. P. Rice.....	St. Louis.....	1
Tracy G. Rich.....	Binghampton, L. I.....	100
Alexander Stabo.....	Hoboken, N. J.....	200
H. H. R. Smith.....	Tappauton, N. J.....	5
C. S. Stillwell.....	Sag Harbor, L. I.....	180
James N. Smith.....	Brooklyn, L. I.....	230
Nancy Scott.....	".....	10
H. Schulz Bro.....	Okawville, Ills.....	7
Carl Schulz.....	".....	3
Saline county, Illinois.....	".....	250
C. W. Thomas.....	Belleville, Ills.....	1
George R. Taylor.....	St. Louis, Mo.....	5
Charles Tappan.....	Philadelphia, Penn.....	50
Townsend, Whilen & Co.....	".....	130
James S. Tryon.....	Hartford, Conn.....	105
Town of El Dorado.....	Illinois.....	50
E. J. Winslow & Co.....	New York.....	2,070
E. J. Winslow, Trustee.....	St. Louis, Mo.....	500
E. J. Winslow.....	".....	22,018
M. S. Contracting Company.....	New York.....	2,331
James H. Wilson.....	".....	1
Bluford Wilson.....	Shawneetown, Ills.....	1
Washington county.....	Illinois.....	2,000
Elizabeth Wood.....	Equality, Ills.....	8
Wiggins Ferry Company.....	St. Louis, Mo.....	50
Winslow & Wilson.....	New York.....	2,332
Westlake & Button.....	St. Louis, Mo.....	5
White county.....	Illinois.....	4,000
John B. Lovington.....	East St. Louis, Ills.....	5
J. B. S. Lemohue.....	St. Louis, Mo.....	3
William Lang.....	Philadelphia, Penn.....	35
T. W. Lewis.....	".....	35
William M. McPherson.....	St. Louis, Mo.....	40
J. F. Alexander.....	Greenville, Ills.....	1
M. M. Buck & Co.....	St. Louis, Mo.....	10
J. H. Britton.....	".....	5
Bridges, Schiff Co.....	New York.....	2,300
William Buck.....	Sag Harbor, L. I.....	170
George Bell.....	New York.....	100
Orlando M. Borgert.....	".....	100
J. J. Castles.....	Equality, Ills.....	10
J. J. Castles, Trustee.....	".....	500
T. S. Casey.....	Mount Vernon, Ills.....	1
Chouteau, Harrison & Valle.....	St. Louis, Mo.....	30
City of Shawneetown.....	Illinois.....	250
Charles Campbell.....	Mannfield, Conn.....	35
Charles A. Dana.....	New York.....	100
Daniel Dodd.....	Newark, N. J.....	250
Eau Claire Lumber Company.....	St. Louis, Mo.....	5
James B. Eads.....	".....	100
A. Fulson.....	Equality, Ills.....	2
S. B. French.....	Sag Harbor, L. I.....	50
C. W. Gardiner.....	St. Louis, Mo.....	1
Thomas E. Garvin.....	Evansville, Ind.....	1
John P. Haues.....	St. Louis, Mo.....	10
Mrs. James F. Hay.....	".....	20
Miss Ammie L. Hay.....	".....	10
Miss Mary A. Howell.....	".....	10
Orlando Ham.....	Binghampton, L. I.....	40
Howard F. Hedges.....	Sag Harbor, L. I.....	10
Hamilton county.....	Illinois.....	2,000
W. H. Johnson.....	St. Louis, Mo.....	1
Town of Mascoutah.....	Illinois.....	500
Mount Vernon Township.....	".....	250
Mrs. Mary J. Hay.....	".....	20
Total number of shares.....		34,585

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains	34
Schedule rate of same, including stops	20 to 26
The highest rate of speed allowed for mail and accommodation trains	34
Schedule rate of same, including stops	20 to 26
The highest rate of speed allowed for freight trains	15
Schedule rate of same, including stops	9 to 12

EQUIPMENT.

Number of locomotives of more than 20 tons weight, exclusive of tender	15
Number of Passenger cars, including pay car	10
Number of Express and Baggage cars	5
Number of Box Freight Cars and combination box stock	147 1-3
Number of other cars, as follows :	
Coal and flat cars	269 8-15
Caboose	5 1-3
Hand	33 2-3
Push	37 1-15

BRIDGES AND TRESTLES.

Location.	No.	Whether wood, stone or iron.	Length in feet.	
Kaskaskia	1	Wood	160 span	Trestle approaches.
Little Wabash	1	"	200 "	" "
Various points, small pile bridges, pile, trestle and wood, as follows :				
Between East St. Louis and Belleville ...	20	.....	1,444	.....
" Belleville and Kaskaskia	16	.....	1,828	.....
" Kaskaskia and Nashville	13	.....	844	.....
" Nashville and Ashley	14	.....	484	.....
" Ashley and Mt. Vernon	13	.....	936	.....
" Mt. Vernon and Hoadville	19	.....	1,884	.....
" " and Shawneetown	21	.....	2,177	.....
" " and Cerinne	15	.....	1,587	.....

Wooden bridges, number of	2	Aggregate length	1,360
Wooden trestles " "	131	"	11,184

What railroads cross your road at grade in this State, and at what locality?

Ohio and Mississippi Railway, at East St. Louis.

Indianapolis and St. Louis Railway, East St. Louis.

Vandalia Railway, East St. Louis.

Illinois Central, Ashley.

Springfield and Illinois Southeastern, Enfield.

Cairo and Vincennes, Carmi and El Dorado.

What regulations govern your employees in regard to these crossings?

Come to a full stop and give signal with whistle. No deviation allowed from this rule. In some cases train is flagged.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion, for crossings of railroads and public highways, to insure a proper degree of safety?

For railroad crossings, it seems to us that the full stoppage of every train before reaching the crossing and proceeding to cross under a slow rate of speed will insure safety. For road crossing, the use of the warning sign is enough, we think; sounding the bell and whistle ought not to be practiced, it being believed that thereby more accidents are caused than prevented.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

Our rails are all iron; a small portion steel headed, not long enough in use though, to determine relative values.

FENCING.

How many miles of fencing have you on your road ?.....	About 14 3-10 miles.
What was the average cost per rod ?.....	About \$1 50
The total cost of same ?.....	As reported, \$5,699 38
What is the average cost per mile per year for repairing same ?.....	None done.
How many miles of hedge have you on your road ?.....	None.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles:

Unable to give this, save at great expense and further delay.

Explanations of above, and suggestions upon the subject of fencing:

The only remark we care to make in this connection is that it costs about \$1,000 per mile for fencing, and no new road can afford to do it in its early existence in the section of country where our road is located.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

	Total for trans- portation of passengers.	Total for trans- portation of freight.
1871. July.....	\$5,909 20	\$10,831 47
August.....	6,680 84	14,201 18
September.....	7,262 48	17,009 42
October.....	10,704 81	17,454 04
November.....	9,831 15	18,715 41
*December.....	9,902 91	16,223 80
1872. January.....	9,990 70	14,482 83
February.....	9,353 48	19,628 24
March.....	11,331 97	23,848 50
April.....	12,800 48	20,081 25
May.....	13,215 17	19,021 14
June.....	16,021 68	19,078 60
Total.....	\$123,004 87	\$218,881 88

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July.	August.	Septem'r.	October.	Novem'r.	Decem'r.	January.	February.	March.	April.	May.	June.
Mail Express and News Agency.....	\$495 16	\$491 30	\$406 93	\$424 44	\$1,035 50	\$699 25	\$3,995 72	\$3,958 27	\$879 20	\$649 20	\$737 24	\$2,193 64
Total passenger tariff earnings for year.....												\$123,004 87
Total freight tariff earnings for year.....												218,881 88
Total tariff earnings for the year ending June 30, 1872.....												\$341,886 75
Total earnings from other sources.....												15,965 85
Total.....												\$3,578,852 60

* From the 1st December the proportion earned in the State of Illinois has been estimated by the mileage.

NOTE.—The road was under construction during the year. Only in full operation since December 1, 1871, but part of above was earned by previous mail service, and as yet no specific mail contract being made, it is impossible to calculate what portion of above belongs strictly to the Illinois part of road—nearly all however.

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger trains.....	\$9,198 24
For running and management of freight trains	11,329 42
For motive power and cars	70,972 20
For repairs and renewals of station houses, buildings and fixtures.....	70,878 00
For mileage for borrowed cars, at 1½ and 2 cents per mile	617 40
For advertising.....	1,685 78
For printing and stationery.....	7,608 10
For loss and damage	2,894 35
For station service, agents, clerks and labor.....	30,974 92
For telegraph service.....	2,905 00
For repairs Passengers cars	6,491 54
" Freight cars.....	9,064 55
" Baggage cars.....	971 11
" Hand cars	407 22
For tools and machinery.....	1,525 87
Total operating expenses	\$227,528 70

GENERAL EXPENSES.

State, county and city taxes.....	\$7,416 76
All other general expenses, respectively, as follows:	
General offices.....	\$26,885 71
Mail service (delivering mails).....	65 00
Incidental expenses.....	674 58
General operating expense—rent of depot grounds.....	7,402 81
Legal expenses	131 56
Total general expenses	\$42,576 42
Total general and operating expenses.....	\$270,105 12
Gross earnings	357,852 60
Difference	\$87,747 48

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same.....	\$183,850 29
Construction account for the year	1,058,933 30
Additional equipment during year, and machinery	213,997 33
Additional real estate bought during year, and right of way.....	52,683 88
Total additional expenses	1,509,464 80
Total general and operating expenses.....	270,105 12
Gross earnings.....	357,852 60

FUEL CONSUMED.

Tons of coal consumed.....	Full statistics not kept.
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TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles?.....	.5 cents.
Highest rate per mile for distances from ten to fifty miles?.....	.5 "
Highest rate per mile for distances from fifty to one hundred miles?.....	.5 "
Highest rate per mile for full length of line in Illinois?.....	.4 "
Average rate per mile for through and local passengers during year	3 9-10 "

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance.....	12c.	9c.	7c.	5c.	5c.
Highest rate per mile per 100 lbs. for 5 to 20 miles.....	9-10	$\frac{3}{4}$	3-5	2-5	7-20
Highest rate per mile per 100 lbs. for 20 to 50 miles.....	3-5	$\frac{1}{2}$	2-5	$\frac{1}{3}$	$\frac{1}{3}$
Highest rate per mile per 100 lbs. for 50 to 100 miles.....	$\frac{1}{2}$	2-5	$\frac{1}{3}$	$\frac{1}{3}$	1-5
Highest rate per mile per 100 lbs. for whole length of line in Illinois.....	$\frac{1}{2}$	2-5	$\frac{1}{3}$	$\frac{1}{3}$	1-5

Average rate per mile per 100 lbs. for through freight..... $\frac{1}{2}$ cent.
Amount of local freight carried in year ending June 30, 1872.....Division not made.
Total.....170,021 tons.

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals.....	9,099
Agricultural products, except grain.....	4,355
Flour.....	24,514
Provisions.....	1,658
Manufactures.....	3,092
Animals.....	5,140
Lumber and forest products.....	17,436
Coal—nearly all in Illinois.....	90,210
Merchandise and other articles.....	14,517

GENERAL BALANCE SHEET, JULY 1, 1872.

Assets.	Amount.	Liabilities.	Amount.
Road bed, bridges, rolling stock, buildings, shops and machinery, real estate and other property	\$6,722,800 00	First Mortgage Bonds—1st issue.....	\$2,220,000 00
Unsold Bonds:		" " " 2d issue.....	500,000 00
First Mortgage Bonds.....	43,000 00	Equipment Bonds.....	1,053,000 00
Hamilton County.....	138,000 00	Capital Stock.....	3,458,500 00
Eldora.....	5,000 00	Floating Debt, say	50,000 00
Equipment Bonds not hypothecated.....	432,000 00		
To balance	700 00		
	\$7,341,500 00		\$7,341,500 00

STATE AND LOCAL AID.

Subscriber.	When issued to Company.	Amount.	Principal payable.	Rate of interest.	Interest payable.
Jefferson county, Ills.	Dec. 1, 1870 ..	\$100,000	Dec. 1, 1890...	8 per cent.	N. Y. City ...
Washington "	{ Mar. 1, and	} 200,000	{ Mar. 1 and	} 7 " "	" "
" "	{ Nov. 1, 1870.		{ Nov. 1, 1890.		
Gallatin "	Jan. 1, 1871 ..	100,000	Jan. 1, 1891 ..	7 " "	" "
Hamilton "	Oct. 23, 1871 ..	2,500,000	Oct. 23, 1891 ..	7 " "	" "
Saline "	Jan. 1, 1872 ..	25,000	Jan. 1, 1892 ..	8 " "	" "
White "	July 1, 1870 ..	100,000	July 1, 1890...	8 " "	" "
Mt. Vernon Township	" "	25,000	" "	8 " "	" "
Shawneetown.	Jan. 1, 1872 ..	25,000	Jan. 1, 1892 ..	8 " "	" "
Town of Mascoutah, Ills.	Nov. 1, 1870..	50,000	Nov. 1, 1890..	10 " "	" "

Amount of State aid.....	None.
Amount of county subscription.....	\$725,000
Amount of township subscription	25,000
Amount of town and city subscription	75,000
Total aid.....	\$825,000

Washington county bonds issued March 1, 1870, \$75,000; issued Nov. 1, 1870, \$125,000.

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

Adams Express Company. Terms: $1\frac{1}{2}$ first class freight rate; messenger, $\frac{1}{2}$ fare; safe and packing chest, free; carrying company's money without other compensation than above. Take their freight at depot.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves; and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

None.

SLEEPING CARS.

Do sleeping or dining room cars run on your road; and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

None.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

Amount of compensation received, \$8,073 18. Mails have not been weighed yet, and rule is not definitely fixed; think they pay us about rate of \$150 per mile per annum.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of all amendments to charters of original roads and to consolidated roads?—A. St. Louis and Southeastern, March 10, 1869. Evansville and Southern Illinois Railroad, March 26, 1869. Evansville, Carmi and Paducah Railroad, June 9, 1869.

Q. Names of original companies and of consolidated companies?—A. St. Louis and Southeastern; Evansville and Southern Illinois; Evansville, Carmi and Paducah.

Q. Dates of original organization of the companies now represented?—A. St. Louis and Southeastern, March 24, 1869; Evansville and Southern Illinois, June 11, 1869; Evansville, Carmi and Paducah, June 11, 1869.

Q. Dates of consolidation of various companies?—A. With Evansville and Southern Illinois R. R. Co., Feb. 21, 1871; with Evansville, Carmi and Paducah R. R. Co., Feb. 28, 1871.

Q. Amount, number and date of original mortgages?—A. First, \$2,250,000, Oct. 1, 1869; first, \$1,000,000, March 1, 1871; equipment, \$1,260,000, Aug. 1, 1872.

Q. Date of the foreclosure and sale under which the road is now held?—A. None.

Q. Amount and date of existing mortgages and rate of interest on each?—A. Oct. 1, 1869, \$2,250,000, 7 per cent., gold; March 1, 1871, \$500,000, 7 per cent., gold; Jan. 1, 1872, \$1,250,000, 8 per cent., currency.

Q. Amount of preferred stock and rate of preference, and for what issued?—A. This preferred stock is entitled to dividends of 8 per cent. per annum, payable semi-annually, from and after the 1st day of December, 1871, on the first days of June and December in each year, to be paid out of the net earnings of the company (above the cost of necessary replacements and additional erections, and after satisfying the interest upon all the mortgage bonds of the company, and providing for contribution to its Sinking Fund) before any dividend shall be paid upon the common stock of the company—18,421 shares.

Q. Amount of common stock now outstanding?—A. 16,164 shares.

Q. Amount of stock issued as stock dividends and dates of issue?—A. None.

Q. Rate and date of all cash dividends on stock of original and consolidated companies?—A. None.

Q. Date when construction was commenced?—A. May, 1869.

Q. Date when each division was put in operation, and length and termini of each?—A. St. Louis to Mt. Vernon, Ills., November, 1870; Mt. Vernon, Ills. to Evansville, Ind., November, 1871; McLeansboro to Shawneetown, Ills., February, 1872.

Q. Date when the whole road was put in operation, and termini?—A. February, 1872.

Q. Date of construction, name, length and termini of each branch line?—A. April, May and June, 1872.

Q. Roads operated under lease; length and termini, also term of lease?—A. None.

ACCIDENTS TO PERSONS.

BECAUSE OF CAUSES BEYOND THEIR OWN CONTROL.

February 7, 1871. One employee killed. In coupling, draw-bar of engine broke (supposed to be on account of frost in same), party being caught between end of car and front beam of engine. No blame attached to any one concerned.

July 9, 1871. One person killed. Run over by passenger train; purely accidental. Company fully exonerated from all blame, not only by the coroner's jury, but also by husband of deceased.

What running arrangements have you with other railroad companies, setting forth the contracts for same?

With Springfield and Southeastern Company. Lease from the St. Louis and Southeastern Railway Company to that company, four miles near Shawneetown, Illinois.

GENERAL REMARKS.

The road being operated as an entirety, a portion thereof being in Illinois and a portion in Indiana, the books of the company have been kept as a whole.

In the figures herein given, regarding tonnage, earnings, expenditures, bonds and capital stock, it has been practicable in most instances to give the exact amounts to which Illinois would be entitled; in some instances, however, it is impossible to keep our books with reference to such divisions with perfect exactness. In such cases division has been made *pro rata* to the number of miles in each State. It may not be amiss to add that our distribution of accounts, while very similar to that made by the Commissioners, differs in some respects, for which it is respectfully asked that due allowance be made.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES.

1. Right of way for miles and real estate.....	\$52,683 88
2. Grading, grubbing and clearing	231,001 87
3. Masonry	8,810 59
4. Bridging	129,332 40
5. Ties	71,927 46
6. Rails, chairs and spikes	394,948 82
7. Buildings, fixtures and tools.....	92,400 11
8. Rolling stock and machinery	213,997 33
9. Salaries and expenses (except No. 10)	17,298 08
10. Civil engineering.....	21,317 72

11. Fencing — miles	\$658 88
12. Coal transfer, Mt. Vernon, Ills., hotel and legal expenses.....	29, 250 61
13. Track laying.....	29, 909 64
14. Track surfacing.....	32, 077 12
Total cost of construction.....	\$1, 325, 614 51

CAPITAL STOCK.

Capital stock subscribed.....	\$758, 300
All capital stock issued is fully paid.	

DONATIONS.

Considerable right of way—value cannot well be estimated.

Address of Principal ContractorsE. F. Winslow & Co., St. Louis, Mo.

State of Missouri, County of St. Louis, ss.

Edward F. Winslow, President, and Chas. W. Gardiner, Secretary and Treasurer of the St. Louis and Southeastern Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

EDWARD F. WINSLOW, *President and General Manager.*

Subscribed and sworn to before me this thirtieth day of November, A. D. 1872.

[SEAL.]

J. P. HAINS, *Notary Public.*

REPORT

OF THE

TERRE HAUTE AND INDIANAPOLIS RAILROAD COMPANY.

LESSEE OF THE

St. Louis, Vandalia and Terre Haute Railroad Co.

For the year ending June 30th, 1872.

OFFICERS OF THE ST. L., V. AND T. H. CO.

Names.	Address.
Geo. B. Roberts, President	Philadelphia, Penn.
William Plant, Secretary	Greenville, Ills.
William P. Shinn, Treasurer	Pittsburgh, Penn.
John E. Simpson, General Superintendent	Indianapolis, Ind.
Charles E. Tollett, General Ticket Agent	St. Louis, Mo.
H. W. Hibbard, General Freight Agent	“ “

Names of Directors.	Address.
Thomas A. Scott	Philadelphia, Penn.
George B. Roberts	“ “
Wm. P. Shinn	Pittsburgh, “
W. K. Edwards	Terre Haute, Ind.
John Schofield	Marshall, Ills.
J. F. Alexander	Greenville, Ills.
A. G. Henry	“ “
S. F. Mason	Highland, “
J. S. Peers	Collinsville, “

CAPITAL STOCK.

[A descriptive list of the stockholders and the shares held by the various parties, in on file in the office of the commissioners.]

Total capital stock subscribed and paid in.....\$2,377,450 00

DEBTS.

FUNDED DEBT.

First Mortgage Bonds (Due Jan 1, 1897, bear interest at 7 per cent., which is payable January and July 1,) amount.....\$1,900,000

Second Mortgage Bonds (Due May 1, 1898, bear interest at 7 per cent., which is payable May and November 1,) amount.....2,600,000

Total funded debt.....\$4,500,000

FLOATING DEBT.

The amount of Debt not secured by Mortgage—income bonds.....	\$1,000,000
Total Funded and Floating Debt.....	\$5,500,000
Total amount of paid up Stock and Debt	\$7,851,650

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of road bed, including iron, bridges and fencing	\$3,160,000 00
The estimated value of rolling stock and machinery.....	830,000 00
The estimated value of stations, other buildings and fixtures.....	250,000 00
Total estimated value of road and equipment.....	\$4,240,000 00

COST OF CONSTRUCTION AND EQUIPMENT.

Cost of construction	\$5,000,000 00
Cost of right of way.....	100,000 00
Cost of equipment.....	500,000 00
All other items of expense for construction and equipment.....	230,000 00
Total cost of construction and equipment.....	\$5,830,000 00
The cost of road and equipment per mile (158 2-10miles).....	37,025 70

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track.....	158 4-10
Branches: None.	
Side Tracks:	
Aggregate length of sidings and other track not above enumerated	20.45
Total length of track	178.05

GAUGE.

What is the gauge of your lines?.....	4 feet 8½ inches and 4 feet 9¼ inches.
---------------------------------------	--

MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872	379,589
“ “ freight “ “ “ “	444,442
“ “ construction and all other trains during the year ending June 30, '72....	38,775
Total mileage.....	862,806

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains?.....	40
Schedule rate of same, including stops?.....	28
The highest rate of speed allowed for mail and accommodation trains?	35
Schedule rate of same, including stops?.....	25
The highest rate of speed allowed for freight trains?	18
Schedule rate of same, including stops?.....	12

EQUIPMENT.

Number of locomotives of more than 30 tons weight, exclusive of tender.....	19
“ “ “ 20 “ “ “	6
“ Passenger cars	14
“ Express and Baggage cars.....	8
“ Box Freight cars	296
Number of other cars, as follows:	
Caboose cars	14
Stock cars	117
Flat cars	39
Coal cars	175
Work train flats 50; wreck car 1.....	51

BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Shoal Creek.....	Howe Truss....	Wood.....	101	1868
Kaskaskia.....	".....	".....	243	1869
Little Wabash.....	".....	".....	162	1869
Salt Creek.....	".....	".....	110	1869
Muddy Creek.....	".....	".....	162	1869
Embarras.....	".....	".....	318	1869
North Fork.....	".....	".....	162	1869
West Mill Creek.....	".....	".....	162	1869
East Mill Creek.....	".....	".....	162	1869
Big Creek.....	".....	".....	162	1869
Clear Creek.....	".....	".....	162	1869

Wooden bridges, (number of 11). Aggregate length.....1,906 feet.

What railroads cross your road at grade in this State, and at what locality ?

Chicago Branch Illinois Central Railroad.

Springfield and Illinois South Eastern Railroad.

Main Line Illinois Central Railroad.

Ohio and Mississippi Railroad.

St. Louis and South Eastern Railroad.

Indianapolis and St. Louis Railroad.

What regulations govern your employees in regard to these crossings ?

Must come to a full stop and see that all is clear.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value, as used on your road ?

The rails are all iron.

FENCING.

How many miles of fencing have you on your road on each side of track ?..... 105 9-10
 What was the average cost per rod ?..... \$1 40
 The total cost of same ?..... \$94, 886 40
 What is the average cost per mile per year for repairing same. Thus far per mile ?..... 90 00
 How many miles of hedge have you on your road ?..... None.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles ?

6 2-10 in Clark county ; 3 5-10 in Cumberland county ; 5 3-10 in Effingham county ; 6 2-10 in Fayette county ; 3 4-10 in Bond county ; 9 in Madison county ; 2 8-10 in St. Clair county. Aggregate amount, 36 4-10 miles.

Explanations of above, and suggestions upon the subject of fencing :

Upon the line of the road there are 16 1-10 miles within the limits of towns and corporations. The road and fencing being all new, but few repairs to the fencing have been required, and the above amount, \$90.00 per mile, for repairs, is not altogether reliable, as an estimate of the average cost hereafter, which may or may not exceed that amount.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Date.	Total for transportation of passengers.	Total for transportation of freight.
1871		
July.....	\$25,270 01	\$25,596 00
August.....	36,204 27	58,563 03
September.....	30,571 35	55,100 93
October.....	40,011 88	64,884 93
November.....	36,826 15	63,250 02
December.....	33,031 76	50,925 32
1872.		
January.....	26,940 58	52,751 07
February.....	23,370 56	44,071 09
March.....	24,864 86	64,856 59
April.....	26,239 99	66,463 40
May.....	27,546 91	77,161 52
June.....	27,757 31	66,788 67
Total.....	\$358,641 63	\$730,502 57

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

Date.	July.	August.	September.	October.	November.	December.	January.	February.	March.	April.	May.	June.
For year ending June 30, 1872.....	\$1,857 30	\$1,977 06	\$2,883 55	\$1,807 98	\$1,775 22	\$1,637 30	\$1,638 49	\$1,442 41	\$1,691 92	\$1,684 90	\$1,896 06	\$1,923 67

Total passenger tariff earnings for year.....

\$358,641 63

Total freight tariff earnings for year.....

730,502 57

Total earnings from other sources.....

21,305 86

Total.....

\$1,110,450 06

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger trains.....	\$109,026 08
For running and management of freight trains.....	209,962 28
For motive power and cars.....	195,328 19
For maintenance of way, including repairs and renewals of iron and bridges.....	162,738 52
For repairs and renewals of station houses, buildings and fixtures.....	9,365 11
For mileage for borrowed cars, at 1½c. per mile.....	59,146 09
For all other operating expenses, respectively.....	5,000 00
Total operating expenses	\$750,566 27

GENERAL EXPENSES.

State taxes.....	\$25,401 19
All other general expenses, respectively.....	20,181 56
Total general expenses.....	\$45,582 79
Total general and operating expenses,	\$796,149 06
Gross earnings.....	1,089,144 20
Difference	\$292,995 14

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same	\$315,000 00
Additional equipment during year.....	254,863 66
Additional real estate bought during year.....	50,000 00
Total additional expenses.....	619,863 66

STATE AND LOCAL AID.

SUBSCRIBERS.

Bond county ; Clark county ; Douglas township, Effingham county ; Highland, Highland county ; Moccasin township, Effingham county ; Summit township, Effingham county ; Tentopolis township, Effingham county ; Vandalia, Fayette county.

EXPRESS COMPANIES.

What express companies run on your road, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The Adams and the American Merchants' Union Express Companies, at about double of first class merchandise. Take their freight at depots.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

Union Line and National Line. They use their own cars. No preference is given them.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Pullman's Palace Sleeping Coaches. They charge what is customary on other roads.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$175 per mile.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Amount, number and date of original mortgages?—A. First mortgage dated January 1, 1867, to cover \$1,900,000; second mortgage dated March 13, 1868, to cover \$2,600,000—of this \$1,600,000 is guaranteed, and \$1,000,000 convertible.

Q. Amount and date of existing mortgages and rate of interest on each?—A. \$1,900,000, date January 1, 1867, bonds drawing 7 per centum interest; \$2,600,000, date March 13, 1868, bonds drawing 7 per centum interest.

Q. Date when construction was commenced?—A. Fall of 1867.

Q. Date when each division was put in operation and length and termini of each?—A. Western division from East St. Louis to Highland, 30 miles, August 20, 1868; from Highland to Effingham, 68 miles, July 10, 1868; Eastern Division, from Effingham to State Line, 68 miles, July 1, 1870.

Q. Date when the whole road was put in operation and termini?—A. From East St. Louis to State Line, July 1, 1870.

ACCIDENTS TO PERSONS.

BY THEIR OWN MISCONDUCT OR WANT OF CAUTION.

July 9. One employee killed at Altamont. Jumped from car in front of engine.

August 1. One person injured at Vandalia. Attempted to get on car and missed footing.

September 10. Six persons killed and four injured at Collinsville. In wagon; driver intoxicated, and attempted to cross track in front of passenger train.

September 23. One employee injured at Confidence. Foot hurt while coupling cars.

April 29. One person injured at Effingham. Drunk and attempted to cross track in front of train.

Q. What running arrangements have you with other railroad companies, setting forth the contracts for same?—A. The usual arrangements made by railroads with their connecting lines.

State of Indiana, County of Vigo, ss.

William R. McKeen, President of the Terre Haute and Indianapolis Railroad Company, lessee of the St. Louis, Vandalia and Terre Haute Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

WILLIAM R. McKEEN,

President T. H. and I. R. R. Co.

Subscribed and sworn to before me this 31st day of October, A. D. 1872.

[SEAL.]

CHARLES D. THOMPSON, *Notary Public.*

REPORT

OF THE

TOLEDO, PEORIA AND WARSAW RAILROAD CO.,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
James F. Secor, President.....	New York.....	\$5,000 00
Wm. H. Cruger, 1st Vice President.....	Peoria.....	3,900 00
Theodore Higbie, Secretary and Treasurer.....	".....	2,600 00
Wm. H. Cruger, Gen. Supt. and Chief Engineer...	".....	2,500 00
H. C. Townsend, General Ticket Agent.....	".....	2,500 00
WM. E. Main, General Freight Agent.....	".....	2,500 00
General offices at Peoria, Illinois.		

Names of Directors.	Address.
James F. Secor.....	New York City.
Zeno Secor.....	"
Charles A. Secor.....	"
John B. Brown.....	Portland, Maine.
James W. Smith.....	New York City.
Gustavus Ricker.....	Cincinnati, Ohio.
Henry Hill.....	Warsaw, Illinois.
W. H. Cruger.....	Peoria, "
Henry R. Secor.....	New York City.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK PAID IN, AND BY WHOM.

Not known by whom subscribed.....	
Total capital stock subscribed.....	\$5,700,000 00

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Not known by whom paid.....	
Total stock paid in.....	\$5,700,000 00

DEBTS.

FUNDED DEBT.

First mortgage bonds, Burlington Division, (due June 1, 1881, bear interest at 7 per cent., which is payable June and December), amount.....	\$250,000 00
Consolidated mortgage bonds, (due May 2, 1910, bear interest at 7 per cent., which is payable May and November), amount.....	6,200,000 00
Total funded debt.....	\$6,450,000 00

FLOATING DEBT.

The amount of debt not secured by mortgage	\$204,793 96
Total funded and floating debt	\$6,654,793 96
Total amount of paid up stock and debt	\$12,354,793 96

. COST OF ROAD AND EQUIPMENT.

COST OF CONSTRUCTION AND EQUIPMENT.

Total cost of construction and equipment.....	\$12,150,000 00
The cost of road and equipment per mile—266.50 miles.....	45,590 99

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line :	
Length of single main track.....	237.20
Branches :	
Burlington Branch, single track.....	10.25
Side tracks :	
Aggregate length of sidings and other track not above enumerated....	29
Total length of track.....	266.50

GAUGE.

What is the gauge of your lines ?	4 feet 8½ inches.
---	-------------------

MILEAGE.

Number of miles run by passenger trains during the year ending June 30, 1872.....	336,804
“ “ “ freight “ “ “ “ “ “	504,362
“ “ “ construction and all other trains during the year ending June 30, 1872..	351,765
Total mileage.....	1,192,831

SPEED OF TRAINS.—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains.....	23
The highest rate of speed allowed for mail and accommodation trains	23
The highest rate of speed allowed for freight trains.....	12

EQUIPMENT.

Number of locomotives of more than 20 tons weight, exclusive of tender.....	45
Number of passenger cars.....	13
Number of express and baggage cars	9
Number of box freight cars.....	874
Number of other cars, as follows:	
Stock cars.....	62
Coal cars.....	168
Flats.....	5
Tool cars.....	2

BRIDGES AND TRETTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
.....	Howe truss...	Wood.....	1,170	.....
.....	Trestle.....	“.....	14,560	.....
Illinois river.....	Iron.....	Iron.....	298	.....

What railroads cross your road at grade in this State, and at what locality?

Name.	Section.	Town.	Range.
Chicago, Danville and Vincennes Railroad.....	32	27 N.	12 W.
Illinois Central Railroad.....	31	27 "	14 "
Chicago, Alton and St. Louis Railroad.....	2	26 "	4 E.
Chicago, Burlington and Quincy Railroad.....	34	7 "	4 "
Chicago, Burlington and Quincy Railroad.....	33	7 "	1 W.
Carthage and Burlington M. Railroad.....	35	6 "	7 "
Illinois Central—main line.....	5	26 "	2 E.

What regulations govern your employees in regard to these crossings?

All trains come to a full stop before crossing.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

All iron rail.

FENCING.

How many miles of fencing have you on your road?.....98 miles.

The total cost of same; what is the average cost per mile per year for repairing same?

No record of this.

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30TH, 1872.

TARIFF EARNINGS.

Month.	Total for transportation of passengers.	Total for transportation of freight.
1871. July.....	\$18,192 67	\$71,912 99
August.....	23,404 00	79,077 60
September.....	24,772 18	86,967 72
October.....	24,807 76	74,478 04
November.....	22,054 36	88,696 57
December.....	21,199 79	80,096 10
1872. January.....	20,459 32	66,478 39
February.....	18,736 12	86,199 90
March.....	21,505 90	73,155 51
April.....	18,562 38	85,124 48
May.....	19,356 55	88,091 52
June.....	17,647 23	79,591 05
Total.....	\$250,698 26	\$961,899 87

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July	August.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	March.	April.	May.	June
Mails.....	\$4,184 58	\$4,184 59	\$4,184 58	\$4,184 58	\$4,184 58	\$1,184 58	\$1,184 58	\$1,184 58	\$1,184 58	\$1,184 58	\$1,184 58	\$1,184 59
Express.....	1,300 00	1,300 00	1,300 00	1,300 00	1,300 00	1,300 00	1,300 00	1,500 00	1,560 00	1,560 00	1,620 01	1,500 00
Miscellaneous.....	1,502 93	1,555 97	1,469 28	639 83	1,168 13	17,963 53	1,063 03	1,120 91	1,117 25	1,154 38	2,529 92	1,702 17
Total.....	\$3,987 51	\$4,090 56	\$3,953 87	\$3,124 41	\$3,652 71	\$20,448 11	\$3,807 61	\$3,805 49	\$3,861 84	\$3,898 96	\$5,834 50	\$4,386 76
Total passenger tariff earnings for year.....												
Total freight tariff earnings for year.....												
Total earnings from other sources.....												
Total tariff earnings for year.....												

Total passenger tariff earnings for year.....
 Total freight tariff earnings for year.....
 Total earnings from other sources.....
 Total tariff earnings for year.....

\$250,698 26
 961,899 87
 64,712 33
 \$1,277,310 46

EXPENSES FOR YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

The operating expenses of this company are not kept in accordance with the schedule furnished.

Total operating expenses..... \$863,712 06

GENERAL EXPENSES.

State taxes..... \$40,054 54
 National taxes..... 1,779 05
 All other general expenses, respectively..... 16,048 94
 Total general expenses..... \$57,882 53
 Total general and operating expenses..... 921,594 59
 Gross earnings..... \$1,277,310 46
 Difference..... 355,715 87

FUEL CONSUMED.

Cords of wood consumed..... 3,398
 Tons of coal consumed..... 32,810

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles..... 7½ cents.
 Highest rate per mile for distances from ten to fifty miles..... 4½ “
 Highest rate per mile for distances from fifty to one hundred miles..... 4½ “
 Highest rate per mile for full length of line in Illinois..... 4 “
 Average rate per mile for through passengers during year..... 3 “
 Average rate per mile for local passengers during year..... 4 “

FREIGHT TARIFF FOR THE YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance.....	10 c.	8 c.	6 c.	5 c.	3 c.
Highest rate per mile per 100 lbs. for 5 to 20 miles..	3	2 2-5	2	1 3-5	1
Highest rate per mile per 100 lbs. for 20 to 50 miles..	1 3-20	19-20	¾	3-5	11-20
Highest rate per mile per 100 lbs. for 50 to 100 miles	14-25	29-50	½	2-5	8-25
Highest rate per mile per 100 lbs. for whole length of line in Illinois.....	7-23	6-23	5-23	4-23	5-46

Total freight carried..... 554,181½ tons.

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Cereals..... 567,946,336
 Agricultural products, except grain..... 19,731,949
 Flour..... 31,699 000
 Provisions..... 23,939,191
 Manufactures..... 46,129,000
 Animals..... 56,576,000
 Lumber and forest products..... 87,352,888
 Coal..... 138,720,000
 Merchandise and other articles..... 136,267,135

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

The United States Express Company pay \$60 per day. They handle their own freight.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

National Transportation Company. They furnish their own cars and receive $1\frac{1}{2}$ cents per mile mileage. No preference given them in regard to speed.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Pullman Palace Cars.

U. S. MAIL.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service?

\$65 per mile per annum, daily, except Sundays.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it.—A. Toledo, Peoria and Warsaw Railway Company, February 14, 1863. Mississippi and Wabash R. R. Co., February 10, 1853.

Q. Names of original companies and of consolidated companies?—A. Toledo, Peoria and Warsaw Railway Company. Mississippi and Wabash Railroad Company.

Q. Dates of all amendments to charters of original roads and to consolidated roads.—A. Not known.

Q. Dates of original organization of the companies now represented.—A. Not known.

Q. Dates of consolidation of various companies.—A. T. P. and W. R'y with M. and Wabash, December 1st, 1865.

Q. Amount, number and date of original mortgages.—A. Not known.

Q. Date when the whole road was put in operation, and termini?—A. October 14, 1868. State Line and Warsaw, Illinois.

Q. Date of construction, name, length and termini of each branch line?—A. Burlington Branch November 27th, 1871. $10\frac{1}{4}$ miles. LaHarpe, Illinois, and Burlington, Iowa.

ACCIDENTS TO PERSONS.

Aug. 1, 1871. One employee killed; attempted to jump on train.

Aug. 6, 1871. One employee killed; while coupling.

Nov. 4, 1871. One employee killed; engine run off track.

Oct. 31, 1871. One employee killed; attempted to jump on train.

Nov. 17, 1871. One employee injured; coupling.

Dec. 1, 1871. One employee injured; coupling.

Dec. 4, 1871. One employee injured; coupling.

Dec. 6, 1871. One employee injured; coupling.

Dec. 16, 1871. One employee injured; coupling.

Dec. 18, 1871. One employee injured; fell off train.

Dec. 1, 1871. One employee injured; coupling.

Jan. 5, 1872. One employee injured; switching.

April 4, 1872. One passenger killed; jumped on night train while drunk.

April 18, 1872. One employee killed; coupling.

May 14, 1872. One employee killed; coupling.

May 20, 1872. One employee injured; switching.

May 18, 1872. One employee injured; coupling.

June 20, 1872. One employee injured; coupling.

June 20, 1872. One employee injured; coupling.

June 20, 1872. One employee injured; coupling.

July 5, 1872. One passenger injured; rail broke.

March 5, 1872. One employee killed; switching.

State of Illinois, County of Peoria, ss.

W. H. Cruger, Vice President, and Theodore Higbee, Treasurer, of the Toledo, Peoria and Warsaw Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[Signed[

W. H. CRUGER, *Vice President.*

THEODORE HIGBEE, *Treasurer.*

[SEAL]

Subscribed and sworn to before me, this 29th day of August, A. D. 1872.

[SEAL]

ENOCH P. SLOAN,
Notary Public.

REPORT

OF THE

TOLEDO, WABASH AND WESTERN RAILROAD CO.,

For the year ending June 30, 1872.

Names.	OFFICERS AND OFFICES.	Address.
Hon. A. Boody, President.....		New York.
J. N. Drummond, Ass't 1st Vice-President.....		Toledo, Ohio.
A. Anderson, Vice-President		" "
W. B. Corneau, Treasurer and Secretary.....		" "
Geo. H. Burrows, General Superintendent		" "
T. S. Dunn, Resident Engineer		Springfield, Ill.
J. N. Parsons, General Ticket Agent		Toledo, Ohio.
J. B. Carson, General Freight Agent.....		" "
General Offices at Toledo, Ohio.		

Names of Directors.	Address.
Hon. A. Boody.....	New York.
J. H. Knox.....	"
William Kidd.....	"
A. B. Baylis	"
Augustus Schell.....	"
H. F. Clark.....	"
A. M. Ferris.....	"
R. J. Capron.....	"
J. H. Banker.....	"
S. B. Chittenden.....	"
Geo. Cecil.....	"
Sheppard Gandy.....	"
H. B. Payne.....	Cleveland, Ohio.
A. Stone, Jr.....	" "
J. N. Drummond	Toledo. "

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

No record.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Cannot answer as to any original subscriptions and payments. Have no records or amount.

Total stock paid in.....\$16, 000, 000

EQUIPMENT.

Number of locomotives of more than 40 tons weight, exclusive of tender, Ill. Div.....	
Number of locomotives of more than 30 tons weight, exclusive of tender, ".....	40
Number of locomotives of more than 20 tons weight, exclusive of tender, ".....	37
Number of locomotives of more than 10 tons weight, exclusive of tender, ".....	3
Number of passenger cars, Ill. Div.....	30
Number of express and baggage cars, Ill. Div.....	11
Number of box freight cars, Ill. Div.....	1,040
Number of other cars, as follows:	
Cabooses.....	24
Stock.....	235
Coal.....	310
Flat.....	175
Dump.....	15

BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Stony Creek.....	Howe Truss.	Wood.	80	1868
Vermilion River.....	Pratt " "	Combination.	400	1870
Saugamon ".....	Howe " "	Wood.	400	1863
" ".....	" " "	" "	450	1870
" ".....	" " "	" "	300	1870
E. Shoal Creek.....	" " "	" "	150	1870
W. " ".....	" " "	" "	160	1870
Cahokia Creek.....	" " "	" "	144	1870
" ".....	" " "	" "	144	1870
" ".....	" " "	" "	168	1870
Stevens' Creek.....	" " "	" "	125	1864
Saugamon River.....	" " "	" "	246	1864
Manvaisterre River.....	" " "	" "	80	1860
" ".....	" " "	" "	100	1864
Illinois River.....	" " "	" "	1,085	1870
Bayou ".....	" " "	" "	100	1866

Wooden bridges, number of.....	16	Aggregate length.....	4,132
Wooden trestles, ".....	133	" ".....	15,210

What railroads cross your road at grade in this State, and at what locality?

	Section.	Town.	Range.
Illinois Central, Chicago branch.....	26	18 North...	8 East.....
" " main line.....	14	16 ".....	2 ".....
Springfield and Illinois Southeastern.....	26	13 ".....	2 West.....
Indianapolis and St. Louis.....	33	9 ".....	5 ".....
Chicago and Alton.....	E. St. Louis		
Gilman, Clinton and Springfield.....	24	16 North...	6 West.....
G. C. and S. and Ill. S. E.....	27	16 ".....	6 ".....
Chicago and Alton, main line.....	9	16 ".....	6 ".....
Chicago and Jacksonville Div.....	21	15 ".....	10 ".....
Peoria, Pekin and Jacksonville.....	21	15 ".....	10 ".....
Rockford, Rock Island and St. Louis.....	11	15 ".....	12 ".....
Chicago, Burlington and Quincy.....	31	2 ".....	5 ".....
Quincy and Warsaw.....	24	5 ".....	7 ".....
Indianapolis, Bloomington and Western.....	Danville		
E., T. H. and C.....	"		
Bloomington and Ohio River.....	Bement.....		

What regulations govern your employees in regard to these crossings?

All trains come to a full stop, not exceeding 400 feet from the same, and do not proceed till the track is clear.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

326 miles single main track in Illinois. Company is now testing steel rail; but it has not been laid a sufficient length of time to judge of its merits. 618 6-10 miles single iron track and 9 miles single steel track on whole line.

FENCING.

How many miles of fencing have you on your road?.....324 miles
 What was the average cost per rod?.....Do not know.
 The total cost of same?....." "
 What is the average cost per mile per year for repairing same?....." "
 How many miles of hedge have you on your road?.....About 10 miles.
 From what plant was it grown?.....Osage orange
 How many miles of the hedge is effective fencing?.....10 miles.

Give the length of track which is unfenced and not hedged in each county through which your road runs, and the aggregate amount in miles:

6 miles in Vermilion county; $6\frac{1}{2}$ miles in Champaign county; 7 miles in Piatt county; 13 miles in Macon county; 30 miles in Christian county; 20 miles in Montgomery county; 7 miles in Macoupin county; 25 miles in Madison county; 1 mile in St. Clair county; 4 miles in Sangamon county; 6 miles in Morgan county; 5 miles in Scott county; 1 mile in Pike county; 9 miles in Brown county; 11 miles in Adams county; 11 miles in Hancock county. Aggregate amount, 162 miles.

EXPENSES FOR THE YEAR ENDING JUNE 30, 1872.

OPERATING EXPENSES.

For running and management of passenger, freight and mixed trains.....	\$1,981,792 46
For motive power and cars.....	559,801 80
For maintenance of way, including repairs and renewals of iron and bridges, station houses, buildings and fixtures	1,359,936 71
Total operating expenses.....	\$3,901,530 97

GENERAL EXPENSES.

State taxes.....	\$89,340 56
National taxes.....	206 00
Total general expenses.....	\$89,546 56
Total general and operating expenses.....	\$3,991,077 53
Gross earnings.....	6,006,728 43
Difference.....	\$2,015,650 90

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same.....	\$1,307,930 00
For lease or privilege of other roads.....	50,000 00
Construction account for the year.....	317,708 11
Additional equipment during year	444,524 34
Total additional expenses.....	\$2,120,162 45
Total general and operating expenses.....	3,991,077 53
Gross earnings.....	\$6,006,728 43

FUEL CONSUMED.

Cords of wood consumed.....	57,428
Tons of coal consumed.....	123,400

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	6
Highest rate per mile for distances from ten to fifty miles.....	4
Highest rate per mile for distances from fifty to one hundred miles.....	4
Highest rate per mile for full length of line in Illinois	4
Average rate per mile for through passengers during year.....	3
Average rate per mile for local passengers during year, including excursion travel.....	4

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.
Highest rate per 100 lbs. for shortest distance....	40c.	33c.	27c.	22c.
Highest rate per mile per 100 lbs. for 5 to 20 miles..	28	23	18	10
Highest rate per mile per 100 lbs. for 20 to 50 miles..	13	10	8	7
Highest rate per mile per 100 lbs. for 50 to 100 miles	9	7	6	5
Highest rate per mile per 100 lbs. for whole length of line in Illinois	9	7	6	5

Average rate per mile per 100 lbs. for through freight.....	About 1½ c. per ton per mile.
Average rate per mile per 100 lbs. for local freight	" 24-10 " "
Amount of through freight carried in year ending June 30, 1872	368,748 tons.
" local freight carried " " " " for Illinois	426,841 "
Total.....	795,589 "

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Accounts are not kept in a manner to show tonnage of separate articles transported.

STATE AND LOCAL AID.

Subscriber.	Character of subscription.	When issued to company.	Amount.	Principal payable.	Rate of interest.	Interest payable.
Morgan County.....	Bonds.	1870.	\$100,000	20 years.	8 per cent. ...	Annually.
Christian County.....	"	"	100,000	"	8 " " " "	"
Montgomery County.....	"	"	50,000	"	6 " " " "	"
City of Litchfield.....	"	"	50,000	"	8 " " " "	"
Taylorville Township.....	"	"	20,000	"	8 " " " "	"
Johnson ".....	"	"	10,000	"	8 " " " "	"
Bear Creek ".....	"	"	10,000	"	8 " " " "	"
King ".....	"	"	5,000	"	8 " " " "	"
Ricks ".....	"	"	10,000	"	8 " " " "	"
May ".....	"	"	5,000	"	8 " " " "	"
Stonington ".....	"	"	5,000	"	8 " " " "	"
Edwardsville ".....	"	"	25,000	"	8 " " " "	"

Amount of State aid	None.
Amount of county subscription.....	\$250,000
Amount of township subscription	90,000
Amount of town and city subscription.	50,000
Total aid.....	\$390,000

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

United States Express Company. \$300 per day. Freight business. They handle and manage their own freight; we have nothing to do with it.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

Red Line, Globe Line, South Shore Line and Great Western Despatch. No special conditions as to rates, use of track, etc. The cars are furnished by the Railroad Company in connection with other R. R. Co.'s forming the lines. Their cars or freight are given no preference of any kind.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Yes. Owned by Pullman Palace Car Company; they have all receipts and pay all expenses; no charge made by us. We do all outside repairs on their cars. Charges, \$1.50 and \$2.00 per night for double berth.

UNITED STATES MAIL.

What is the compensation paid you by the United States government for the transportation of its mails, and on what terms of service?

On Main Line, \$150 per mile per annum. On St. Louis Branch, \$50 per mile per annum.

ADDITIONAL QUESTIONS BY COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Cannot answer.

Q. Names of original companies and consolidated companies.—A. Cannot answer.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. Cannot answer.

Q. Dates of original organization of the companies now represented?—A. Cannot answer.

- Q. Date of consolidation of various companies.—A. July 1st, 1865.
- Q. Amount, number and date of original mortgages?—A. Cannot answer.
- Q. Date of the foreclosure and sale under which the road is now held?—A. Cannot answer.—Various.
- Q. Amount of mortgage on which sale was made, and amount for which the road sold?—A. Cannot answer.
- Q. Amount of capital stock extinguished by the mortgage sale, also the amount of floating debt extinguished.—A. Cannot answer.
- Q. Amount of junior mortgages extinguished or reduction by reason of mortgage sale?—A. Cannot answer.
- Q. Amount and date of existing mortgages and rate of interest on each.—A. [See next page.]
- Q. Amount of preferred stock and rate of preference and for what issued?—A. \$1,000,000; 7 per cent.
- Q. Amount of common stock now outstanding?—A. \$15,000,000.
- Q. Amount of stock issued as stock dividends and dates of issue?—A. Never made a stock dividend.
- Q. Date when construction was commenced?—A. About 1850.
- Q. Date when each division was put in operation, and length and termini of each.—A. No record.
- Q. Date when the whole road was put in operation and termini?—A. No record.
- Q. Date of construction, name, length and termini of each branch line?—A. 1852, '53, '54, '55, and '56. St. Louis Branch, Decatur to East St. Louis. Keokuk Branch, Clayton to Keokuk.
- Q. Roads operated under lease; length and termini, also term of lease?—A. Pekin, Lincoln and Decatur Railroad. Hannibal and Naples Railroad. We pay expenses and interest.
- Q. Gross earnings for each year on all lines operated?—A. No Record.

ACCIDENTS TO PERSONS.

July 25, 1871. Six employees killed, and six injured. Collision between freight and work trains, 2½ miles south of Edwardsville. Cause: disobedience of telegraph orders.

Sept. 1, 1871. Two employees killed. Explosion of locomotive one mile west of Harristown, engineer and fireman killed. Cause of explosion cannot be explained.

Oct. 8, 1871. One person killed at Palmer.

Dec. 16, 1871. One person injured. A young man named Robbins, under the influence of liquor, jumped from train while in motion and was seriously injured.

Feb. 17, 1872. One employee injured. Leg broken; train running on mis-placed switch.

Feb. 21 1872. One person killed. Henry Calwell, on curve at Staunton; struck by engine and died in one hour; danger signal sounded.

March 16, 1872. One person injured. Young lady jumped from train at Drummond while in motion.

April 1, 1872. One person injured. Ran across track in front of engine; foot crushed.

What running arrangements have you with other railroad companies, setting forth the contracts for same?

We have the joint use of the track of the Chicago, Burlington and Quincy Railroad Company, from Camp Point to Quincy, 22 miles, with use of station, grounds and buildings, at Quincy. We also have the use of the track of the Toledo, Peoria and Warsaw R. R. Co., from Elveston to Hamilton, 7 miles.

State of Ohio, County of Lucas, ss.

Adna Anderson, Vice President, and W. B. Corneau, Secretary of the Toledo, Wabash and Western Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

A. ANDERSON, *Vice President.*

W. B. CORNEAU, *Secretary.*

[SEAL.]

Subscribed and sworn to before me this 30th day of September, A. D., 1872.

[SEAL.]

FRANK B. SWAYNE,

Notary Public, Lucas County, Ohio.

NAME OF BOND.	Rank.	Date of mortgage.	Date of bond.	Time of maturity	Amount of issue.	Denomination.	Rate of interest per cent.
Toledo and Illinois R. R. Co.....	First.	Sept., 1853.....	Aug., 1853.....	Aug., 1865.....	\$900,000	\$1,000 each	7
Lake Erie, Wabash and St. Louis R. R. Co.....	"	Aug., ".....	" ".....	" ".....	2,500,000	1,000 "	7
Great Western R. R. Co., West of Decatur.....	"	April, ".....	April, ".....	April, 1868.....	4,000	1,000 "	10
Illinois and Southern Iowa R. R. Co.....	"	Mar., 1862.....	Mar., 1862.....	Aug., 1882.....	300,000	1,000 "	7
Quincy and Toledo R. R. Co.....	"	May, 1865.....	May, 1865.....	Nov., 1890.....	2,479,000	1,000 "	7
Great Western R. R. Co., of 1859.....	"	" ".....	" ".....	Aug., 1888.....	1,500,000	1,000 "	7
Decatur and East St. Louis R. R. Co.....	"	June, 1869.....	Aug., 1869.....	" ".....	2,700,000	1,000 "	7
Wabash and Western R. W. Co.....	Second.	Oct., 1858.....	Oct., 1858.....	Nov., 1878.....	1,500,000	100,500,1,000 "	7
Toledo and Wabash R. R. Co.....	"	" ".....	" ".....	" ".....	1,000,000	250,500,1,000 "	7
Great Western R. R. Co., of 1859.....	"	May, 1865.....	May, 1865.....	May, 1893.....	2,500,000	1,000 "	7
Toledo and Wabash R. W. Co.....	Equipment.	Nov., 1863.....	Nov., 1863.....	" ".....	600,000	100,500,1,000 "	7
Toledo, Wabash and Western Railway Co.....	Consols.	Feb., 1867.....	Feb., 1867.....	Feb., 1907.....	2,700,000	5,000,1,000 "	7
Preferred Stock, Toledo, Wabash and Western Railway Co..	Stock.	.....	.....	.....	1,000,000	.....	7
Total for Main Line.....					\$18,683,000		

R E P O R T

OF THE

WESTERN UNION RAILROAD COMPANY.

For the year ending June 30, 1872,

For the entire line in the States of Wisconsin and Illinois.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
Hon. A. Mitchell, President.....	Milwaukee, Wis.....	None
S. S. Merrill, 1st Vice President.....	" "	" "
D. R. May, Secretary and Treasurer.....	Racine, "	\$1,800 00
D. A. Olin, General Superintendent	" "	4,000 00
C. D. Haven, Chief Engineer.....	" "	2,700 00
Fred. Wild, General Ticket and Freight Agent	" "	2,500 00

General offices at Racine, Wisconsin.

Names of Directors.	Address.
Hon. A. Mitchell.....	Milwaukee, Wis.
S. S. Merrill.....	" "
John W. Cary (Han. Crocker).....	" "
John Plankinton.....	" "
John L. Mitchell.....	" "
Hon. Russell Sage.....	New York City.
Walter S. Gwinco.....	" "
H. F. Fnller.....	Racine, Wis.
D. W. Dame.....	Lanark, Illinois.
Wm. Shannon	Shannon, "
E. P. Barton.....	Freeport, "
H. A. Mills.....	Mount Carroll, Ill.

DEBTS.

FUNDED DEBT.

First Mortgage Bonds, due Feb. 1, 1896, bear interest at seven per cent., which is payable in August and February, amount	\$3,275,000 00
Total Funded Debt	\$3,275,000 00

FLOATING DEBT.

The amount of debt not secured by mortgage	\$448,654 32
Total funded and floating debt.....	\$3,723,654 32
Total amount of paid up stock and debt.....	7,723,654 32

COST AND VALUE OF ROAD AND EQUIPMENT.

COST OF CONSTRUCTION AND EQUIPMENT.

Cost of construction, right of way and equipment (by purchase).....	\$7,000,000 00
Additional construction and equipment.....	557,360 16
Total cost of construction and equipment.....	\$7,557,360 16
The cost of road and equipment, per mile (196.5) miles.....	38,459 85

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track	180
Branches:	
Eagle branch, single track	16½
Total	196½
Side Tracks:	
Aggregate length of sidings and other track not above enumerated.....	11 1-5
Total length of track	207 7-10

GAUGE.

What is the gauge of your lines? 4 feet 8½ inches.

MILEAGE.

Number of miles run by passenger trains during the year ending June 30th, 1872.....	200,127
“ “ freight “ “ “ “	351,543
“ “ construction and all other trains during the year ending June 30, '72... ..	6,284
Total mileage.....	557,954

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains.....	See time table
Schedule rate of same, including stops, etc.....	“ “ “

EQUIPMENT.

Number of locomotives of more than 40 tons weight, exclusive of tender	None.
“ “ 30 “ “	“
“ “ 20 “ “	30
Number of passenger cars.....	11
“ express and baggage cars.....	12
“ box freight cars.....	402
Number of other cars, as follows:	
Sleeping cars.....	2
Stock cars.....	32
Flat cars.....	35
Coal cars.....	51
Business cars.....	1
Derrick cars.....	1
Pile driver cars.....	1

BRIDGES AND TRESTLES.

Wooden bridges, number of.....	54	Aggregate length.....	5,430 feet
Stone " "	none	" "	
Iron " "	"	" "	
Wooden trestles, "	5	" "	894 "

What railroads cross your road at grade in this State, and at what locality?

At Freeport, C. & N. W. (Gal. Div.) Railroad, at Sec. 32, Town 27, Range 8, 4 P. M.

At Fulton, " " " " " 28, " 22, " 3, "

At Garden Plains, C. B. & Q. " " 4, " 21, " 3, "

What regulations govern your employees in regard to these crossings?

See time table.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

No steel in use.

FENCING.

Road all fenced, except depot grounds. No other fence in use, except board fence.

TARIFF EARNINGS.

Date.	Transportation of through passengers.	Transportation of local passengers.	Total for transportation of passengers.	Transportation of through freight.	Total for transportation of freight.
1871. July.....	\$958 27	\$17,069 90	\$18,628 17	\$10,915 97	\$24,403 43
August.....	1,816 08	17,617 24	19,433 32	6,277 12	60,366 16
September.....	1,303 62	21,641 50	22,945 12	7,210 15	54,488 98
October.....	1,800 91	19,712 64	21,513 55	9,030 37	67,282 39
November.....	1,558 47	16,047 94	17,606 41	8,799 63	61,844 57
December.....	862 69	13,637 66	14,500 35	7,973 00	49,351 23
1872. January.....	881 47	11,970 48	12,851 95	10,317 68	44,366 25
February.....	828 59	12,051 29	12,879 88	11,105 19	34,893 60
March.....	1,170 40	14,589 87	15,760 27	8,472 63	37,704 34
April.....	1,964 43	15,435 98	17,400 41	9,235 13	38,869 53
May.....	1,432 08	15,034 04	16,466 12	10,296 56	33,198 76
June.....	1,297 66	15,880 59	17,178 25	10,227 83	32,623 67
Totals.....	\$15,874 67	\$191,259 13	\$207,163 80	\$111,414 40	\$302,575 72

MONTHLY EARNINGS FROM ALL OTHER SOURCES, RESPECTIVELY.

	July.	August.	Sept.	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	April.	May.	June.
Mails and Rents..	\$1,493 00	\$1,493 00	\$1,440 50	\$743 00	\$737 00	\$672 00	\$737 00	\$741 00	\$737 50	\$679 50	\$745 50	\$687 00
Express.....	1,000 00	1,000 00	1,000 00	1,000 00	1,000 00	1,000 00	1,000 00	1,000 00	1,000 00	1,000 00	1,000 00	1,000 00
Telegraph.....	143 21	132 66	148 60	208 73	269 55	139 74	114 01	114 65	85 75	106 18	139 45	130 91
Savanna Ferry...	426 80	664 67	962 05	602 79	681 09	421 32	410 26	339 82	123 64	813 06	702 93	1,025 04
Miscellaneous...	168 53	155 08	297 98	347 44	294 74	187 65	83 21	104 57	147 58	244 99	256 67	200 24
Total.....	\$3,231 54	\$3,445 41	\$3,819 13	\$2,901 96	\$2,922 38	\$2,420 71	\$2,344 48	\$1,520 04	\$2,094 47	\$2,843 73	\$2,874 55	\$3,043 19

Total passenger tariff earnings for year.....

Total freight tariff earnings for year.....

Total tariff earnings for year ending June 30, 1872.....

Total earnings from other sources, for the year ending June 30, 1872.....

Total.....

\$207,163 80
602,575 72
809,739 52
34,461 59
\$844,201 11

STATEMENT OF EARNINGS AND EXPENSES FOR YEAR ENDING JUNE 30, 1872.

EARNINGS.		Amount.
From freight		
" passenger		\$602,575 72
" mail, express, etc		207,163 80
Total earnings		34,461 59
		<u>\$844,201 11</u>
EXPENSES.		
Repairs of track		\$104,127 12
Repairs of bridges		2,645 09
Repairs of fences		2,831 54
Repairs of buildings		6,556 12
Repairs of locomotives		77,488 56
Repairs of cars		76,642 62
Repairs of tools and machinery		5,528 45
Management and general offices		22,652 16
Foreign agency and advertising		4,692 48
Station service		61,453 13
Conductors, baggage and brakemen		40,770 10
Engineers, firemen and wipers		46,390 57
Train and station supplies		12,802 67
Fuel		80,889 66
Oil and waste		9,971 86
Personal injuries		800 50
Damage to property		2,162 65
Loss and damage of freight and baggage		1,050 06
Legal expenses		4,377 26
Taxes		29,586 72
Insurance		4,891 00
Miscellaneous expenses		3,162 55
Renewal of tracks		43,954 44
New bridges		5,287 53
New fences		1,926 01
New buildings		16,409 43
New locomotives		1,011 97
New cars		
New tools and machinery		4,995 73
Savanna ferry		9,925 23
Locomotive service		3,300 00
Car service		3,324 11
Total expenses		<u>\$694,607 32</u>

RECAPITULATION.

Gross earnings	\$844,201 11
Total expenses	694,607 32
Net earnings	<u>\$149,593 79</u>

GENERAL EXPENSES.

Interest on floating debt, not included above	\$21,359 75
Total general expenses	21,359 75
Total general and operating expenses	715,967 07
Gross earnings	844,201 11
Difference	<u>\$128,234 04</u>

ADDITIONAL EXPENSES.

For interest, dividends and taxes on same	\$105,353 08
For lease or privilege of other roads	10,000 00
Construction account for the year	48,350 49
Additional equipment during year	10,493 33
Total additional expenses	<u>\$174,176 90</u>
Total general and operating expenses	\$715,967 07
Gross earnings	844,201 11

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

None.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

Sleeping cars are run on this road, and are owned by this company; \$1.50 is the additional charge over regular passenger rate, for each berth.

UNITED STATES MAIL.

What is the compensation paid you by the United States Government for the transportation of its mails, and on what terms of service?

Compensation paid at the rate of \$50 per mile, per annum, on 180 miles; service once each way, daily.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road, and that of any road consolidated with it?—A. Racine, Janesville and Mississippi Railroad, April 17, 1852; Savanna Branch Railroad, organized under general railroad law, January 21, 1851, act authorizing construction, February 12, 1851; Rockton and Freeport Railroad Company, February 10, 1853; Northern Illinois Railroad Company, February 24, 1859; Mississippi Railroad Company, February 15, 1865.

Q. Names of original companies and of consolidated companies?—A. As above, and: Western Union R. R. Co., of Illinois; Western Union R. R. Co., of Wisconsin; Western Union R. R. Co.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. To Racine, Janesville and Mississippi R. R. Co., March 19, 1853, June 27, 1853, July 9, 1853, January 30, 1854, March 31, 1855; to Rockton and Freeport R. R. Co., March 1, 1854, February 14, 1855; to Savanna Branch R. R., February 15, 1855, February 14, 1857; to Northern Illinois R. R. Co., February 16, 1865.

Q. Dates of original organization of the companies now represented?—A. Racine, Janesville and Mississippi R. R., Nov. 10, 1852; Savanna Branch R. R., Jan. 21, 1851; Rockton and Freeport R. R., Northern Illinois R. R., July 2, 1860; Mississippi R. R., March 14, 1865.

Q. Dates of consolidation of various companies?—A. Mississippi R. R. Co. with Northern Illinois R. R. Co., June 13, 1865; Savanna Branch R. R. Co. with Racine and Mississippi R. R. Co., Jan. 23, 1856; Rockton and Freeport R. R. Co. with Racine, Janesville and Mississippi R. R. Co., Feb. 23, 1854; Northern Illinois R. R. Co. with Western Union R. R. Co., Jan. 17, 1866; Western Union R. R. Co., of Illinois with Western Union R. R. Co., of Wisconsin, Jan. 16, 1866.

Q. Amount, number and date of original mortgages?—A. Racine and Mississippi R. R., first mortgage, East Division, \$680,000, Sept. 1, 1855; first mortgage, West Division, \$700,000, June 2, 1856; second mortgage, \$700,000, Jan. 1, 1857; Northern Illinois R. R., first mortgage, \$500,000, Sept. 10, 1861; Illinois Consolidated Co., first mortgage, \$2,000,000, July 1, 1865; Western Union R. R., first mortgage, \$5,000,000, Feb. 1, 1866.

Q. Date of the foreclosure and sale under which the road is now held?—A. First mortgage, R. and M. R. R., East Division, deed, Oct. 18, 1863; first mortgage, R. and M. R. R., West Division, deed, Aug. 25, 1868; second mortgage, R. and M. R. R., deed Nov. 9, 1860.

Q. Amount of mortgage on which sale was made, and amount for which the road sold?—A. See answer to question No. 6.

Q. Amount of capital stock extinguished by the mortgage sale, also the amount of floating debt extinguished?—A. Not known.

Q. Amount of junior mortgages extinguished or reduction by reason of mortgage sale?—A. Foreclosed.

Q. Amount and date of existing mortgages and rate of interest on each?—A. Mortgage, \$5,000,000; bonds issued, \$3,275,000; interest, seven per cent.

Q. Amount of preferred stock and rate of preference and for what issued?—A. No preferred stock.

Q. Amount of common stock now outstanding.—A. \$4,000,000.

Q. Amount of stock issued as stock dividends and dates of issue?—A. No stock dividends.

Q. Date of construction, name, length and termini of each branch line?.....A. Eagle Branch, 16½ miles long, from Elkhorn to Eagle; finished Aug. 1, 1870.

Q. Roads operated under lease; length and termini, also term of lease?—A. Road between Port Byron and Rock Island Junction, 10 miles long; operated by this company, but no definite terms of compensation agreed on with owners.

ACCIDENTS TO PERSONS.

BECAUSE OF CAUSES BEYOND THEIR OWN CONTROL.

December 15, 1871. One employee killed at Elkhorn. Coupling cars.

December 18, 1871. One employee killed at Durand. Coupling cars.

June 20, 1872. One employee injured at Savanna. Fell coupling cars.

BY THEIR OWN MISCONDUCT OR WANT OF CAUTION.

December 25, 1871. One passenger killed between Beloit and Clinton. Fell off train.

January 29, 1872. One passenger killed at Shannon. Fell between cars.

April 30, 1872. One person injured at Clinton Junction. Walking on track—dead.

State of Wisconsin, County of Racine, ss.

D. A. Olin, General Superintendent, and D. R. May, Secretary and Treasurer of the Western Union Railroad Company, lessee, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

D. A. OLIN, *Gen'l Sup't W. U. R. R.*

D. R. MAY, *Sec'y. and Treas.*

Subscribed and sworn to before me this 15th day of November, A. D. 1872.

WM. T. EMERSON, *Notary Public.*



PAPER "L," 2.

*THE FULL TEXT OF THE REPORTS OF UNCLASSIFIED
RAILROAD COMPANIES.*

REPORT

OF THE

CAIRO AND ST. LOUIS RAILROAD COMPANY,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
Samuel Staats Taylor, President.....	Cairo, Illinois.	None.
D. Hurd, Secretary.....	“ “	“
A. G. Ferguson, Chief Engineer	St. Louis, Mo.	

General Offices at 304 South Fifth Street, St. Louis, Mo.

Names of Directors.	Address.
S. Staats Taylor.....	Cairo, Illinois.
Daniel Hurd.....	“ “
John H. Oberly.....	“ “
Wm. J. Allen.....	“ “
M. C. Crawford.....	Murphysboro.
H. M. Logan.....	“
Wm. Bradley.....	“
Robt. H. Rosborough.....	Sparta, Illinois.
Anthony Steele.....	Steele's Mills, “
Wm. R. Morrison.....	Waterloo, “
John H. Wilson.....	Columbia, “
John Stacker.....	

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Subscriber.	Amount.
City of Cairo, Illinois	\$100,000
County of Alexander	100,000
Union county.....	100,000
City of Jonesboro.....	50,000
Jackson county.....	200,000
Monroe county	200,000
Randolph county	160,000
Townships.....	40,000
Total capital stock subscribed.....	\$950,000

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Name.	Amount.
City of Cairo.....	\$44,000
County of Alexander	39,000
Total stock paid in.....	\$83,000

DEBTS.

FUNDED DEBT.

First Mortgage Bonds, (Due October 2, 1901, bear interest at 7 per cent., which is payable October and April), amount.....	\$2,500,000
--	-------------

STATE AND LOCAL AID.

City of Cairo (\$44,000, issued August 13),.....	\$100,000
County of Alexander (\$39,000, issued August 13),	100,000
County of Union	100,000
City of Jonesboro.....	50,000
County of Jackson	200,000
County of Monroe.....	200,000
County of Randolph.....	160,000
Townships in Randolph county.....	40,000
Amount of county subscription.....	\$760,000
Amount of township subscription	40,000
Amount of town and city subscription	150,000
Total aid.....	\$950,000

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. February 16, 1865.

Q. Names of original companies and of consolidated companies?—A. Cairo and St. Louis Railroad Company.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. April 16, 1869.

Q. Amount, number and date of original mortgages?—A. \$2,500,000. October 2d, 1871.

Q. Date when construction was commenced?—A. September, 1871.

The termini of this road are Cairo and East St. Louis; the length of its line, 151 miles; the line of the road is from East St. Louis, through Columbia and Waterloo, in Monroe county; Reed Bud and Sparta, in Randolph county; Murphysboro, in Jackson county; Jonesboro, in Union county; Unity, in Alexander county, to Cairo. Its connections are not fully determined upon, but probably will be with Chicago, Alton and West St. Louis Railroad, Chester and Tamaroa Railroad, Grand Tower and Carbon-dale Railroad, and Mobile and Ohio Railroad. Its only peculiar characteristic is its gauge, which is three feet.

Address of principal contractors: H. R. Payson & Co., 304 Fifth street, St. Louis.

GENERAL REMARKS.

The road is in course of construction and yet in the hands of contractors, and but few of the questions can be replied to.

State of Illinois, County of Alexander, ss.

S. Staats Taylor, President of the Cairo and St. Louis Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

S. STAATS TAYLOR.

Subscribed and sworn to before me this 12th day of September, A. D. 1872,

[SEAL.]

JOHN H. ROBINSON, J. P.

REPORT

OF THE

CARBONDALE AND SHAWNEETOWN RAILROAD CO.,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salary.
Samuel Dunaway, President.....	Marion, Illinois.....	None.
A. N. Lodge, Secretary.....	".....	\$200 per annum.
G. W. Goddard, Treasurer.....	".....	None.
E. C. Dawes, General Manager.....	Cincinnati, Ohio.....	None.
W. P. Hanchett, Ass't General Superintendent.....	Carbondale, Illinois.....	\$100 per month.
General offices at Carbondale, Illinois.		

Names of Directors.	Address.
Samuel Dunaway.....	Marion, Illinois.
M. C. Campbell.....	"
R. M. Hundley.....	"
G. L. Owen.....	"
F. W. Norman.....	"
John Goodell.....	"
E. C. Dawes.....	Cincinnati, Ohio.

DEBTS.

FUNDED DEBT.

First Mortgage Bonds (due 1901, bear interest at 7 per cent., which is payable semi-annually), amount.....	\$200,000
Total Funded Debt.....	\$200,000

FLOATING DEBT.

The amount of debt not secured by mortgage.....	\$7,150
Total funded and floating Debt.....	\$207,150
Total amount of paid up stock and debt (including mortgage debt).....	502,650

CHARACTERISTICS OF ROAD.

LENGTH OF LINE IN ILLINOIS.—MILES.

Length of single main track.....	17½ miles.
Branches.....	½ "
Total.....	18 "

Side Tracks:

Aggregate length of sidings and other track not above enumerated.....	$\frac{3}{4}$ miles.
Total length of track.....	18 $\frac{3}{4}$ "

GAUGE.

What is the gauge of your lines?.....4 feet, 8 $\frac{1}{2}$ inches.

MILEAGE.

Road opened for business from Carbondale to Marion, Feb., 1872.—No report.

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains.....	18
Schedule rate of same, including stops.....	12
The highest rate of speed allowed for mail and accommodation trains.....	18
Schedule rate of same, including stops.....	12
Highest rate of speed allowed for freight trains.....	18
Schedule rate of same, including stops.....	12

EQUIPMENT.

Number of Locomotives of more than 20 tons weight, exclusive of tender.....	1
Number of Passenger cars.....	2
Number of Box Freight cars.....	1
Number of other cars.....	30

BRIDGES AND TRESTLES.

One at Crab Orchard—Howe truss—wood—100 feet—completed October, 1871.

What railroads cross your road at grade in this State, and at what locality?

None.

How many miles of iron rail and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

All iron rail.

STATE AND LOCAL AID.

Williamson county, 20 year bonds; issued December, 1871, \$100,000; interest, 8 per cent.; payable in January and July.

Amount of State aid.....	None.
Amount of county subscription—Williamson county bonds.....	\$100,000
Amount of township subscription.....	None.
Amount of town and city subscription.....	None.
Total aid.....	\$100,000

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

American Merchants' Union. * We charge them once and a half first class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc. Do they use the cars of your company, or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

None.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

None.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$40 per mile per year.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Murphysborough and Shawneetown R. R. Co., incorporated March 7th. 1867. Name changed to Carbondale and Shawneetown R. R. Co., March 10th, 1869.

Q. Amount of common stock now outstanding?—A. \$355,500.

Q. Date when construction was commenced?.....A. August, 1871.

Q. Date when each division was put in operation and length and termini of each?....A. Finished from Carbondale to Marion, December 30th, 1871.

Address of principal contractors: E. C. Dawes & Co., Cincinnati, Ohio.

GENERAL REMARKS.

Line from Marion east to intersection of Cairo and Vincennes Railroad will probably be commenced this season and completed before January, 1873,

State of Ohio, County of Hamilton, ss.

R. H. Flemming, Treasurer, and W. B. Stephenson, Secretary of the Carbondale and Shawneetown Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

R. H. FLEMMING, *Treasurer.*

W. B. STEPHENSON, *Secretary.*

Subscribed and sworn to before me this 9th day of September, A. D. 1872.

[SEAL.]

R. S. FULTON,
Notary Public.

REPORT

OF THE

CHESTER AND TAMAROA RAILROAD COMPANY,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries
D. C. Barber, President.....	Tamaroa, Illinois.....	
Wm. P. Cutler, First Vice-President	Marietta, O.....	
Wm. B. Stephenson, Secretary.....	Cincinnati, O.....	
E. C. Dawes, Treasurer.....	“.....	
R. D. Carthers, General Superintendent.....	Chester, Ills.....	
J. P. Walton, Chief Engineer.....	“.....	
G. W. Cavett, General Ticket and Freight Agent.....	“.....	
General Office at Tamaroa, Illinois.		

Names of Directors.	Address.
D. C. Barber.....	Tamaroa, Ills.....
Z. P. Curlee.....	“.....
R. M. Davis.....	Pinckneyville, Ills.....
J. H. Barber.....	Steel's Mills.....
J. C. Holbrook.....	Chester, Ills.....
Robert Rankin.....	St. Louis, Mo.....
W. G. Barnard.....	Bellair, O.....
W. P. Cutler.....	Marietta, O.....
E. C. Dawes.....	Cincinnati, O.....
C. A. Beecher.....	Springfield, Ills.....
F. W. Tracy.....	“.....

CAPITAL STOCK.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Amount of stock paid in.\$1,000,000

DEBTS.

FUNDED DEBT.

First Mortgage Bonds, (due 1900, bear interest at 7 per cent., which is payable in gold)	
amount.....	\$660,000 00
Total funded debt	\$660,000 00

FLOATING DEBT.

The amount of Debt not secured by Mortgage, about.....	\$50,000 00
Total amount of paid up stock and debt.....	\$1,710,000 00

CHARACTERISTICS OF ROADS.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track	40½
Branches:	
Milner's Branch—single track	¾
Total.....	41½
Side tracks—probably constructed:	
Aggregate length of sidings and other track not above enumerated.....	2
Total length of track	44½

GAUGE.

What is the gauge of your lines? 4 ft. 8½ inches.

SPEED OF TRAINS—MILES PER HOUR.

The highest rate of speed allowed for express passenger trains 15

EQUIPMENT.

Number of locomotives of more than 20 tons weight, exclusive of tender..... 2

BRIDGES AND TRESTLES.

Wooden Bridges and Trestles..... Aggregate length, 4,023½ feet.

What railroads cross your road at grade in this State, and at what locality?

Belleville and Southern Illinois. Illinois Central R. R. at sec. 5, town 5, range 1 E.

What regulations govern your employees in regard to these crossings?

The laws of the State.

STATE AND LOCAL AID.

Subscriber.	Character of subscription.	Amount.	Rate of interest.
Perry county	Bonds.....	\$100,000	7 per cent.
Randolph county	"	100,000	8 "
City of Chester.....	"	75,000	7 "
Tamaroa.....	"	25,000	7 "
Pinckneyville.....	"	15,000	7 "

Total amount of subscription. \$315,000 00

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot or at the office of such express companies?

Adams Express. Freight taken at depot.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$40 per mile per annum.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Dates of original organization of the companies now represented?—A. June 15, 1869.

Q. Amount and date of existing mortgages and rate of interest on each?—A. April 12, 1871, amount, \$660,000,

Q. Date when construction was commenced ?——A. June 7, 1870.

Q. Date when the whole road was put in operation and termini ?——A. About March 1, 1872.
Tamaroa and Chester.

State of Illinois, County of Perry, ss.:

D. C. Barber, President, and A. B. Stephenson, Secretary of the Chester and Tamaroa Coal and Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this Company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

D. C. BARBER, *President.*

A. B. STEPHENSON, *Secretary.*

Subscribed and sworn to before me, this fifth day of December, A. D. 1872.

[SEAL.]

HENRY CLAY, *Notary Public.*

REPORT

OF THE

CHICAGO AND CANADA SOUTHERN RAILWAY CO.,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.
M. Courtwright, President.....	Erie, Pennsylvania.
J. W. Converse, 1st Vice-President.....	Boston, Mass.
Allen Cox, Secretary.....	New York City.
Chester Warner, Treasurer.....	Chicago, Illinois.
Kenyon Cox, ".....	New York City.
George Goss, General Manager.....	Chicago, Illinois.
Robt. L. Harris, Chief Engineer.....	Chicago, Illinois.
General Offices at Chicago, Illinois.	

Names of Directors.	Address.
Sidney Dillon.....	New York City.
J. W. Converse.....	Boston, Mass.
Kenyon Cox.....	New York City.
Milton Courtwright.....	Erie, Penn.
Daniel Drew.....	New York City.
Wm. L. Scott.....	Erie, Penn.
George Goss.....	Kalamazoo, Mic.
Chester Warner.....	Chicago, Ill.
John F. Tracy.....	" "

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

This corporation is formed by consolidation of four different corporations: one in Illinois, one in Indiana, one in Ohio, and one in Michigan, and the present stock is issued in lieu of the stock of original companies. Total capital stock, \$10,000,000.

AMOUNT OF STOCK PAID IN, AND BY WHOM.

The foregoing is also in answer to this question.

DEBTS.

FUNDED DEBT.

First Mortgage Bonds (due April 1, 1902, bear interest at 7 per cent., which is payable —)	
amount.....	\$8,000,000
Total Funded Debt.....	\$8,000,000

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of road bed, including iron, bridges, fencing, rolling stock, machinery, stations, other buildings and fixtures, and other property? The road is now in course of construction, but none of the Illinois portion has had any work done.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Charter in Illinois, March 31, 1869. The other charters in Indiana, Michigan and Ohio.

Q. Names of original companies and of consolidated companies?—A. The name of the original company in Illinois was the Michigan Air Line Railroad Company.

Q. Date when construction was commenced?—A. 1871, in Michigan. Not commenced in this State.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Q. Give the termini, length and line of road, connections and other characteristics?—A. The road, when finished, will run from Chicago to Detroit River, with a branch to Toledo, and connect with the Canada Southern at Detroit River for Buffalo, via International Bridge, and will be the shortest route between Chicago and Buffalo.

State of Illinois, County of Cook, ss.

Milton Courtwright, President of the Chicago and Canada Southern Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

M. COURTWRIGHT, *Pres't.*

Subscribed and sworn to before me this fourth day of October, A. D. 1872.

[SEAL.]

CHAS. H. LAWRENCE, *Notary Public.*

REPORT

OF THE

CHICAGO AND ILLINOIS SOUTHERN RAILWAY CO.,

For the year ending June 30th, 1872.

Give the termini, length and line of road, connections and other characteristics.

The Chicago and Illinois Southern Railway Company is a consolidation of the Chicago and Illinois Southern Railroad Company with the Decatur, Sullivan and Mattoon Railroad Company. The former company transacted no business prior to the consolidation, and the first above named company received no books or accounts from the last named company, upon which to base a full report. Our road is so completed that mixed trains have been run for a very short time, from Mattoon to Dalton, 29 miles; it intersects the Indianapolis and St. Louis Railway one mile west of Mattoon, runs in upon that track and use the depot of that road at Mattoon.

No contracts have been let by this company as yet. A contract by the Decatur, Sullivan and Mattoon Railroad Company, to complete the road from Dalton to Decatur with Tuttle, Keys & Co., Mattoon, Illinois, is still alive.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES.

The books and accounts from which this and the two following tables should be filled, are not in the possession of this company, and cannot be obtained by its officers.

Officers.	Address.
Horace Hayward, President.....	Olney, Illinois.
John Hutchins, Vice President.....	Cleveland, Ohio.
S. A. Fuller, Secretary.....	"
G. L. Ingersoll, Treasurer.....	"
Isaac Keys, General Superintendent or Manager.....	Mattoon, Illinois.
M. L. Saunders, Auditor.....	"

Principal offices at Mattoon, Ill.

GENERAL REMARKS.

Some right of way between Mattoon and Prairie City has been obtained, but this is all that the consolidated company has accomplished. It is intended to extend the road and complete the same from Mattoon to Decatur, 40 miles, immediately.

State of Illinois, County of Sangamon, ss.

M. L. Saunders, Auditor of the Chicago and Illinois Southern Railway Company, being duly sworn, disposes and says that he has prepared the foregoing statements, and having carefully examined the same, declare them to be as true, full and correct a statement of the condition and affairs of said company, as is possible for said company to make, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

M. L. SAUNDERS.

Auditor C. & I. S. R. W. Co.

Subscribed and sworn to before me this 24th day of September, A. D. 1872,

[SEAL.]

J. H. RAYMOND.

Notary Public.

REPORT

OF THE

CHICAGO, MILWAUKEE AND ST. PAUL R. R. CO.

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.

Address.

John W. Cary, President.....	Milwaukee, Wis.
John C. Gault, Secretary.....	" "
John Johnstone, Treasurer.....	" "
Don. J. Whitmore, Chief Engineer.....	" "
General offices at Chicago, Ill.	

Names of Directors.

Address.

John W. Cary.....	Milwaukee, Wis.
Alex. Mitchell.....	" "
S. Merrill.....	" "
Hans. Crocker.....	" "
J. C. Gault.....	" "
Elisha Wadsworth.....	Chicago, Ill.
Anthony G. Van Schaick.....	" "
Sanford B. Perry.....	" "
Henry Milheck.....	" "

CAPITAL STOCK.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

By agreement, the Chicago and Milwaukee Railway Construction Company take all the stock.
\$2,000,000.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road, and that of any road consolidated with it,——A. Articles of association under general railroad law, made and filed April 2, 1872.

Q. Date when construction was commenced.——A. April 2d, 1872.

Address of principal contractors: Chicago and Milwaukee Construction Company.

OFFICERS.

Russell Sage.....	President.
L. Boardman.....	Secretary.
N. A. Cawdrey.....	Treasurer.
S. S. Merrill.....	Gen'l Sup't or Manager.
Principal offices at New York.	

State of Wisconsin, County of Milwaukee, ss.

John W. Cary, President, and John C. Gault, Secretary, of the Chicago, Milwaukee and St. Paul Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

JOHN W. CARY,
JNO. C. GAULT.

Subscribed and sworn to before me this 21st day of September, A. D. 1872.

R. L. JENNINGS,
Notary Public, Milwaukee County.

REPORT

OF THE

CHICAGO AND MUSCATINE RAILROAD COMPANY.

For the year ending June 30, 1872.

Names.	Address.	Salaries.
Samuel M. Rowe, President.....	Sheridan, Illinois	None.
Dwight F. Cameron, 1st Vice President.....	Chicago, "	
Augustus E. Walker, Secretary.....	" "	
D. F. Cameron, Treasurer.....	" "	
Robt. Wilson, Chief Engineer.....	Ottawa, "	

Names of Directors.	Address.
Samuel M. Rowe.....	Sheridan, Illinois.
Dwight F. Cameron.....	Chicago, " "
Augustus E. Walker.....	" " "
Robt. Wilson.....	Ottawa, " "
A. M. Steel.....	Joliet, " "
J. R. Learing.....	Dover, " "
Quincy A. Kellogg.....	Prairie Centre, Ill.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Subscriber.	Amount.	Subscriber.	Amount.
D. F. Cameron	\$98,700	Forward	\$198,400
A. E. Walker	100	J. N. Tremain	100
G. E. Walker.....	100	A. V. Whitney.....	100
Samuel M. Rowe.....	98,800	Robt. Wilson.....	100
Wm. Flickling	100	W. F. Whitmore.....	100
G. H. Norris	100	Robt. Rowe.....	100
D. Miller.....	100	Q. A. Kellogg.....	100
John Burr	100	T. G. Davis.....	100
T. C. Bertland	100	Chas. H. Hook.....	100
A. Rowe	100	Robt. B. McPherson	100
Delos Robinson	100	S. G. Stein, and others.....	700
Amount forward.....	\$198,400	Total capital stock subscribed....	\$300,000

AMOUNT OF STOCK PAID IN.

Ten per cent. (\$20,000) on the above stock subscribed has been paid in, previous to July 1, 1872.

DONATIONS.

Character.	Amount.	Value to company.
Conditional subscription by Joliet Iron and Steel Company.....	\$10,000	\$10,000
“ “ individuals on line.....	80,000	72,000
“ “ to Joliet, Newark and Mendota Railroad, applicable to C. M. line.....	107,000	96,000
Total		\$178,300
Added to capital stock paid in		378,300

Address of principal contractors: Not under contract.

Principal offices, at Room 16, Central Union building, Chicago, Illinois.

GENERAL REMARKS.

The Chicago and Muscatine Railroad Company was organized in the autumn of 1871, and surveys made of the first 80 miles west of Chicago, and in connection with the Joliet, Newark and Mendota Railroad Company, have opened books for individual subscriptions along the line, and have acquired some 40 miles of right of way.

State of Illinois, County of La Salle, ss.

Samuel M. Rowe, of the Chicago and Muscatine Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief

SAMUEL M. ROWE.

Subscribed and sworn to before me this 22d day of September, A. D. 1872.

[SEAL.]

JOHN BARR,

Notary Public.

REPORT

OF THE

CHICAGO AND PACIFIC RAILROAD COMPANY,

For 1st October, 1872.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Give the termini, length and line of road, connections and other characteristics ?

By the provisions of a charter granted by the State of Illinois to the Atlantic and Pacific Railroad Company, dated February 16, 1865, the name of which, under the laws of said State, was changed to that of the Chicago and Pacific Railroad Company. Said company's eastern terminus was fixed at a point, to be selected by said company, on a line between the States of Indiana and Illinois, in Cook county; and its western terminus at any point on the Mississippi river, to be hereafter selected, at or north of Savanna, Ill. Said company have commenced the construction of the railroad at Chicago, and are progressing westward.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES.

Right of way for about 75 miles, including a portion through Chicago.....	\$22,923 35
Grading, about 6 miles.....	12,878 53
Masonry.....	None.
Bridging, two partially completed—estimated.....	20,000 00
Ties—80,000.....	27,200 00
Rails, chairs and spikes—1,000 tons rails, 10,000 fish plates, 20,000 bolts, and 400 kegs spikes,.....	90,289 37
Buildings, fixtures and tools.....	1,250 00
Rolling stock, 1 locomotive and 20 flat cars.....	24,450 60
Salaries and wages.....	2,000 00
Civil engineering.....	5,622 43
Fencing several miles, in course of construction, exp. about.....	2,000 00
Interest and discount.....	None.
Contingent expenses.....	3,442 91
Total cost of construction, including material on hand.....	\$212,057 19

CAPITAL STOCK.

Capital stock subscribed.....	\$170,000 00
Capital stock paid in.....	146,020 00

DONATIONS.

Right of way—estimated.....	\$50,000 00
Total.....	\$50,000 00
Added to capital stock paid in.....	146,020 00
	\$196,020 00

Address of principal contractors: Chicago, Illinois.

OFFICERS.

R. M. Hough.....	President.
T. S. Dobbins.....	Vice President.
W. T. Hughes.....	Secretary.
C. T. Bower.....	Treasurer.
J. K. Lake.....	General Supt. or Manager.

Principal offices at Chicago, Illinois.

State of Illinois, County of Cook, ss.

R. M. Hough, President, and W. T. Hughes, Secretary of the Chicago and Pacific Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of October, A. D. 1872, to the best of their knowledge and belief.

[SEAL.]

R. M. HOUGH,
President C. and P. R. R. Co.
W. T. HUGHES,
Secretary.

Subscribed and sworn to before me this 30th day of September A. D. 1872.

[SEAL.]

GEO. H. DANIELS, Notary Public.

REPORT

OF THE

CHICAGO AND PADUCAH RAILROAD COMPANY,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

F. E. Hinckley.....	President.
Ralph Plumb.....	First Vice-President.
P. B. Shumway.....	Secretary.
W. H. U. Cushman.....	Treasurer.
Ralph Plumb.....	Gen'l Manager and Gen'l Supt.
A. E. Taylor.....	Auditor.

ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Give the termini, length and line of road, connections and other characteristics.

The Chicago and Paducah Railway Company is a consolidation of the Fairbury, Pontiac and Northwestern Railway Co., and the Bloomington and Ohio River Railroad Co. The consolidation was effected on the 22d day of March, 1872. The proposed line of road would extend from Streator, in LaSalle county, to Flora, in Clay county, a distance of about 200 miles. On the 30th of June, 1872, there was completed from Streator to Fairbury 32 miles, and from Bement to Windsor 35 miles; total 67 miles. On each section mixed trains have been run during a part of the year by the contractors. No returns of operating accounts have been made to the officers of the company, nor have the officers of the company any right to demand the same until the completion of the road.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES.

The information called for in this blank can be furnished only by the contractors, the officers of this company not having the same in their possession.

CAPITAL STOCK.

Capital stock subscribed.....	\$5,000,000 00
Capital stock paid in.....	1,350,000 00

DONATIONS.

Character.	Amount.	Value to company.
Town, city and county bonds.....	\$320,000 00—at 90 per cent....	\$288,000 00
“ voted aid, to be received on completion of road.....	280,000 90—at 30 per cent....	252,000 00
Total.....		\$540,000 00

Address of principal contractors : Cushman, Plumb & Co., 504 Mich. Ave., Chicago, Ill.

Officers.

Address.

F. E. Hinckley, President.....	Chicago, Ill.
Ralph Plumb, Vice-President.....	Streator, “
P. B. Shumway, Secretary.....	Evanston, “
W. H. U. Cushman, Treasurer.....	Ottawa, “
Ralph Plumb, Gen'l Supt. or Manager.....	Streator, “
A. E. Tyler, Auditor.....	“ “

Principal offices at 504 Michigan Ave., Chicago, Ill.

GENERAL REMARKS.

The F., P. and N. W. R. R. Co. received subscriptions for stock, paid in township bonds, as follows, viz: Bruce township, \$15,000; Newtown, \$25,000; Amity, \$25,000; Pontiac, \$50,000; Owego, \$10,000; Eppards Point, \$15,000; Avoca, \$10,000; Indian Grove, \$50,000.

The bonds received by the Bloomington and Ohio River Company were: Bement township, \$50,000; Moultrie county, \$200,000; Windsor township, \$50,000; Windsor City, \$20,000. These are all donations.

State of Illinois, County of Sangamon, ss.

P. B. Shumway, Secretary of the Chicago and Paducah Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

P. B. SHUMWAY, *Secretary.*

Subscribed and sworn to before me this 10th day of October, A. D. 1872.

[SEAL]

J. H. RAYMOND,

Notary Public in and for Sangamon County.

REPORT

OF THE

CHICAGO, PEKIN & SOUTH WESTERN RAILROAD CO.

For the year ending June 30, 1872.

FOR ROADS OR BRANCHES IN PROGRESS OF CONSTRUCTION.

Give the termini, length and line of road, connections and other characteristics ?

From Chicago to Pekin, 160 miles.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES.

Right of way for 70 miles.....	\$11,512 00
Grading.....	80,337 42
Masonry and bridging.....	25,181 82
Ties.....	48,773 13
Rails, chairs and spikes.....	153,238 39
Salaries and wages.....	6,778 78
Civil engineering.....	2,464 62
Contingent expenses.....	15,314 60
Real estate	1,873 73
Total cost of construction	\$345,474 49

CAPITAL STOCK.

Capital stock subscribed, 5,195 shares.....	\$519,500
Capital stock paid in, 2,400 shares.....	240,000

STATE AND LOCAL AID.

Subscriber,	Amonnt.
Tazewell county.....	\$100,000 00
Washington county.....	30,000 00
Ohio.....	50,000 00
Minonk.....	50,000 00
Reeding	50,000 00
Marseilles	10,000 00
Total.....	\$290,000 00

Address of Principal Contractor : Ralph Plumb, Streator, Illinois.

Officers.	Address.
F. C. Hinckley, President.....	Chicago, Illinois.
Jas. L. Stark, Vice-President	" "
F. Plumb, Secretary.....	Streator, "
S. Plumb, Treasurer.....	" "
Principal offices at Streator.	

State of Illinois, County of Cook, ss.

F. E. Hincley, President, and F. Plumb, Secretary of the Chicago, Pekin and South Western Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, 1872, to the best of their knowledge and belief.

F. E. HINCKLEY,

F. PLUMB, *Secretary.*

[SEAL.]

Subscribed and sworn to before me this 19th day of December, A. D., 1872.

[SEAL.]

CHARLES O. HENTHORN,

Notary Public.

REPORT

OF THE

Grand Tower Manufacturing and Transportation Company,

For the year ending June 30, 1872.

Names.	Address.
R. M. Oliphant, President.....	New York
Jno. Childs, Secretary.....	"
R. S. Grant, Treasurer.....	"
H. V. Oliphant, General Superintendent.....	Grand Tower, Ill.

Names of Directors.	Address.
Chas. N. Talbot and Josiah O. Lone, Trustees.....	New York.

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main line:	
Length of single main track	24.14
Side Tracks:	
Aggregate length of sidings and other track not above enumerated.....	6.10
Total length of track.....	30.24

GAUGE.

What is the gauge of your lines.....	4 ft. 8½ in.
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EQUIPMENT.

Number of locomotives of more than 20 tons weight, exclusive of tender.....	4
Number of locomotives of more than 10 tons weight, exclusive of tender.....	1
Number of passenger cars.....	1
Number of express and baggage cars.....	3
Number of box freight cars	9
Number of other cars, as follows :	
Open freight cars	7
8-wheel coal cars.....	41
4-wheel coal cars.....	278
Total.....	326

BRIDGES AND TRETTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Big Muddy River.....	Beam Truss..	Wood.	315	1866.
Lewis' Creek.....	"	"	60	.....

Wooden bridges, (number of 2) aggregate length.....	375 feet.
Wooden trestles, (number of 14) " "	5,200 "

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

TARIFF EARNINGS.

Date.	Transporta- tion of local passengers.	Total for transporta- tion of freight.
1871. July.....	\$1,298 15	\$1,561 44
August.....	1,029 90	2,047 42
September.....	1,028 50	1,634 39
October.....	778 70	1,702 13
November.....	942 85	1,628 14
December.....	847 45	1,561 95
1872. January.....	788 65	1,556 24
February.....	858 55	2,256 58
March.....	752 20	2,953 25
April.....	682 50	3,306 18
May.....	1,009 95	5,347 74
June.....	705 25	3,305 82
Total.....	\$10,722 64	\$28,861 29

Total passenger tariff earnings for year	\$10,722 65
Total freight tariff earnings for year.....	28,861 29
Total.....	\$39,583 94

TARIFFS.

PASSENGER TARIFF FOR YEAR ENDING JUNE 30, 1872.

Highest rate per mile for distances less than five miles.....	6 cents.
Highest rate per mile for distances from fifty to one hundred miles.....	4 "
Highest rate per mile for full length of line in Illinois.....	4 "

FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

	Class 1.	Class 2.	Class 3.	Class 4.	Grain.
Highest rate per 100 lbs. for shortest distance.....	18c	15c	12c	10c	5c
" " " for 5 to 20 miles.....	27c	25c	22c	20c	10c
" " " for 20 to 50 miles.....	30c	27c	25c	22c	12c

Average rate per mile per 100 lbs. for local freight.....	$\frac{3}{4}$ of one cent.
Total, other than coal.....	25,497 $\frac{1}{2}$ tons.

MISCELLANEOUS EXHIBITS.

TONNAGE OF ARTICLES TRANSPORTED.

Coal.....	13,305.460 tons.
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. EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rate, use of track, machinery, repairs of cars, etc.; what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

American Merchants' Union. Pay first class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their cars or their freight given any preference in speed or order of transportation, and if so, in what particular?

None.

SLEEPING CARS.

Do sleeping or dining-room cars run on your road, and, if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

None.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

One thousand dollars per year.

REPORT

OF THE

INDIANA AND ILLINOIS CENTRAL RAILROAD CO.,

For the year ending June 30th, 1872.

This road is in process of construction from Indianapolis, Indiana, to Decatur, Illinois. It is 152 miles in length, and connects at termini with the extensive network of railways which converge to these points.

The total expenditures upon it to date, have been about.....\$1,400,000

The capital stock subscribed, and paid in, consists of:

Common stock.....	\$3,000,000
Preferred stock.....	1,500,000

The donations and subscriptions made to the enterprize, are as follows:

County, city and town bonds, subscribed in Illinois.....	\$330,000
County, city and town subscriptions, payable in cash, in Indiana	229,760
Individual cash subscriptions.....	131,754
32,000 acres of land, chiefly in Indiana and Illinois, estimated at \$10 per acre	320,000
70 city lots in Indiana and Illinois.....	30,000
	\$1,041,514

All of which are supposed to be of the value above stated.

The officers of the company are:

H. B. Hammond, President.....	New York.
George Walker, Secretary and Treasurer.....	" "
H. C. Moore, Chief Engineer and Superintendent.....	Tuscola, Ill.

The offices of the company at present are at Tuscola, Illinois, and at 20 Nassau street, New York.

State of New York, City and County of New York, ss.

George Walker, of the City, County and State of New York, Secretary and Treasurer of the Indiana and Illinois Central Railroad Company, being duly sworn, deposes and says, that he has caused the foregoing statements to be prepared by the proper officers and agents of the company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

• [SEAL.]

GEORGE WALKER,

Sec'y and Treas. of the Indiana and Illinois Central Railroad.

Subscribed in my presence, and sworn to be true, before me on the 23d day of August, A. D. 1872. Witness my hand and official seal.

CHARLES NETTLETON,

Commissioner of the State of Illinois, for the City of New York.

[SEAL.]

A communication from the Chief Engineer, of the 12th of December, 1872, gives the following information:

Work was commenced on the 24th of March last, in this (Douglas) county; on the 9th of July, the iron was laid across the county—about 28 miles; and since that time 5 miles more, extending into Edgar county, have been laid, so that now, we have 33 miles of track laid in Illinois, but no part of this road has been opened for business, and no trains but construction trains have been run over it; and none will be till the entire Western Division, extending from the Illinois Central depot, in Decatur, Illinois, to Montezuma, on the east bank of the Wabash river, in Indiana—a distance of 85 miles, is completed. Nearly all the grading and bridging for the remaining part of this division of the road, (which was not put under contract till late in September), is now done; and it is expected to begin laying track at the Evansville, Terra Haute and Chicago Railroad, half-a-mile west of Montezuma, December 16th, 1872. If the weather is favorable, the remaining track will be laid by the last of March next, and this part of the road opened for business about April 1st, 1873. The Eastern Division, from Montezuma to Indianapolis—67 miles—will probably be built during 1873.

REPORT

OF THE

Jacksonville, Northwestern and Southeastern Railroad Company,

For the year ending June 30, 1872.

Names.	Address.
Alonzo L. Kimber, President.....	Waverly, Ill.
John C. Sutton, Secretary.....	" "
W. S. Hook.....	Jacksonville, Ill.
E. S. Greenleaf, General Superintendent.....	" "
L. S. Olmsted, Chief Engineer.....	" "

Names of Directors.	Address.
Alonzo L. Kimber.....	Waverly, Ill.
John C. Sutton.....	" "
W. W. Dealtnage.....	" "
M. S. Kennedy.....	" "
Wm. J. Wyatt.....	Franklin, "
F. M. Scott.....	" "
M. P. Ayers.....	Jacksonville, Ill.

DEBTS.

FUNDED DEBT.

First Mortgage Bonds, due 1902, bear interest at seven per cent., which is payable January and July. To be issued at rate of \$20,000 per mile.	
The amount of debt secured by mortgage.....	\$100,000

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main line:	
Length of single main track.....	17.95
No Branches:	
Side tracks:	
Aggregate length of sidings and other track not above enumerated.....	2,463 feet

GAUGE.

What is the gauge of your lines?.....	4 feet 8½ inches
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MILEAGE.

Number of miles run by freight and passenger trains during the year ending June 30th, 1872...	29,952
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SLEEPING-CARS.

Do sleeping or dining-room cars run on your road, and if so, on what terms are they run, by whom are they owned, and what charges are made in addition to the regular passenger rates?

None.

U. S. MAIL.

What is the compensation paid you by the U. S. Government for the transportation of its mails, and on what terms of service?

\$50 per mile per annum.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. Approved February 23, 1867.

Q. Names of original companies and of consolidated companies?—A. No consolidation.

Q. Dates of all amendments to charters of original roads and to consolidated roads?—A. No amendments.

Q. Dates of original organization of the companies now represented?—A. February 17, 1870.

Q. Date when construction was commenced?—A. August 1, 1870.

Q. Date when each division was put in operation and length and termini of each?—A. First division, January 1, 1871; second division, January 1, 1872.

Q. Date when the whole road was put in operation and termini?—A. January, 1872; Franklin and Virden.

ACCIDENTS TO PERSONS.

No accidents.

OFFICERS AND OFFICES.

Officers.	Address.
Marshall P. Ayers, President.....	Jacksonville, Illinois.
Wm. A. Gibson, Vice President.....	New York.
Wm. S. Hook, Secretary and Treasurer.....	Jacksonville, Illinois.
E. S. Greenleaf, General Superintendent or Manager.....	" "
Principal office, at Jacksonville, Illinois.	

State of Illinois, County of Morgan, ss.

Marshall P. Ayers, President, and Wm. S. Hook, Secretary, of the Jacksonville, Northwestern and Southeastern Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

M. P. AYERS, *President.*

WM. S. HOOK, *Secretary.*

[SEAL]

Subscribed and sworn to before me, this first day of October, A. D. 1872.

EDWARD P. KIRBY,

[SEAL]

Notary Public.

REPORT

OF THE

KANKAKEE AND INDIANA RAILROAD COMPANY,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
Dr. C. W. Knott, President.....	Kankakee, Ill.....	
Wm. G. Swannell, Secretary and Treasurer	" "	
T. H. Perry, Chief Engineer.....	" "	\$2, 400 00
General Offices at Kankakee City, County of Kankakee, Ill.		

Names of Directors.	Address.
Dr. C. W. Knott.....	Kankakee, Illinois.
W. G. Swanvell	" "
Thos. C. Benfield.....	" "
Harrison Loring.....	" "
James Byrns.....	Aroma, "
J. F. Donovan.....	" "
Leon Mailloux.....	St. Ann. "

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Dr. C. W. Knott.....	\$100
Wm. G. Swannell.....	100
Harrison Loring.....	100
James McGrew.....	100
Thos. P. Benfield	100
James Byrns	100
Johd F. Donovan	100
Leon Mailloux.....	100
Louis Banto	25, 000
Town of Aroma.....	36, 500
Town of Kankakee	30, 000
Emory Cobb.....	100
Total capital stock subscribed.....	\$92, 400

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

Dr. C. W. Knott.....	Kankakee.....	\$100
Wm. G. Swannell.....	" "	100
Harrison Loring.....	" "	100
Thos. P. Benfield.....	" "	100
James Byrns	Aroma	100

Emory Cobb.....	Kankakee.....	100
John F. Donovan.....	Aroma.....	100
Leon Mailloux.....	St. Ann.....	100
Town of Kankakee.....		30,000
Town of Aroma.....		36,500
Total stock paid in.....		\$67,300

THE PRESENT OWNERS OF STOCK (JULY 1, 1872).

Same as the above list of stock paid in.

DEBTS.

FUNDED DEBTS.

First Mortgage Bonds (due 1892, bear interest at 7 per cent., which is payable semi-annually,) amount.....	\$230,000
Total funded debt.....	\$230,000

FLOATING DEBT.

The amount of debt not secured by mortgage.....	None.
Total funded and floating debt.....	\$230,000
Total amount of paid up stock and debt.....	286,800

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of road bed, including bridges.....	\$65,000
The estimated value of rolling stock and machinery.....	None.
The estimated value of stations, other buildings and fixtures.....	None.
Total estimated value of road and equipment.....	\$65,000

COST OF CONSTRUCTION AND EQUIPMENT.

Cost of construction.....	\$55,000
Cost of right of way.....	10,000
Cost of equipment.....	None.
Total cost of construction.....	\$65,000
The cost of road per mile (11 miles).....	6,000

CHARACTERISTICS OF ROAD.

LENGTH OF LINE.

Total length of line.....	11 miles.
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GAUGE.

What is the gauge of your lines?.....	Is to be 4 ft. 8½ in.
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BRIDGES AND TRESTLES.

Location.	Kind.	Whether wood, iron or stone.	Length in feet.	When completed.
Kankakee River, at Aroma..	Howe Truss.	Wood.....	475	January 1, 1872....
Soldier Creek.....	Trestle.....	".....	128	".....
Baker Creek.....	".....	".....	128	".....
Mill race, at Aroma.....	".....	".....	112	".....
North approach to Kankakee River bridge.....	".....	".....	112	".....
South approach to Kankakee River bridge.....	".....	".....	128	".....

Wooden bridges, number of.....	1	Aggregate length.....	475 feet.
Wooden trestles, number of.....	5	".....	608 feet.

What railroads cross your road at grade in this State, and at what locality?
Chicago, Danville and Vincennes Railroad, at sec. 4, town 29, range 12 W.

GENERAL BALANCE SHEET, 1st JULY, 1872.

Assets.	Amount.	Liabilities.	Amount.
Road bed, including right of way, grading, bridges, trestles, culverts, stock guard and ties.....	\$66,000 00	Capital Stock.....	\$67,300
		Preferred Stock.....	165,000
	\$66,000 00	First Mortgage.....	220,000
			\$452,300

STATE AND LOCAL AID.

Subscriber.	Character of subscription.	When issued to company.	Amount.	*Principal payable.	Rate of interest.	Interest payable.
Town of Kankakee	Town bonds..	Nov. 1, '71	\$30,000	.....	10 per cent...	Annually ..
Town of Aroma.....	" " ..	Sep. 28, '70	15,000	.....	10 " ..	" ..
" " ..	" " ..	July 1, '71	21,500	.....	10 " ..	" ..

Amount of township subscription \$66,500
Total aid..... \$66,500

* The principal of Kankakee subscription is payable in installments of \$3,000 annually, after July 1, 1872. The principal of the Aroma subscription is payable as follows: \$6,000 July 1, 1885; \$6,000 July 1, 1886; \$8,000 July 1, 1887; \$5,000 July 1, 1888; \$5,000 July 1, 1889; \$6,500 July 1, 1890.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road, and that of any road consolidated with it?—A. April 19, 1869.

Q. Amount and date of existing mortgages, and rate of interest on each?—A. \$220,000, at seven per cent.

Q. Amount of preferred stock and rate of preference and for what issued?—A. \$165,000 for construction and equipment.

Q. Amount of common stock now outstanding?—A. \$67,300

Q. Date when construction was commenced?—A. August 20, 1871.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Give the termini, length and line of road, connections and other characteristics?

Kankakee and Indiana Railroad is to intersect the Chicago Branch of Illinois Central Railroad at Kankakee, 56 miles south of Chicago, and the Cincinnati, Lafayette and Chicago Railroad at St. Ann, making in connection with these lines a through route from Chicago, via Kankakee, to Cincinnati. The length of our road is 11 miles, and runs southeast and north west in its general course.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES.

1. Right of way for 11 miles.....	\$10,000
2. Grading.....	18,300
3. Masonry.....	4,500
4. Bridging.....	18,000
5. Ties.....	12,000
6. Civil engineering and incidental expenses.....	3,000
Total cost of construction.....	\$65,800
Average cost per mile.....	6,000

Address of principal contractors.....Unknown.

State of Illinois, County of Kankakee, ss.

Dr. C. W. Knott and Wm. G. Swannell, officers of the Kankakee and Indiana Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL]

C. W. KNOTT, *President*.

WM. G. SWANNELL, *Sec'y*.

Subscribed and sworn to before me this nineteenth day of September, A. D. 1872.

[SEAL]

RODNEY ASHLEY, *J. P.*

REPORT

OF THE

La Fayette, Bloomington and Mississippi Railroad Company,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.

Address.

J. N. Drummond, President	Toledo, O.
A. Anderson, First Vice-President .....	.....
W. B. Corneau, Secretary and Treasurer	Toledo, O.
G. H. Burrows, General Superintendent	"
W. S. Lincoln, Chief Engineer	"
J. M. Parsons, General Ticket Agent	"
J. B. Carson, General Freight Agent	"
General offices at Toledo, Ohio.	

Names of Directors.

Address.

Azariah Boody	New York
Alexander M. White	"
Abraham B. Baylis	"
J. H. Knox	"
James Spears	Lafayette, Ind.
J. N. Drummond	Toledo, O.
A. Anderson	"
C. M. Smith	Springfield, Ills.
A. Gridley	Bloomington, Ills.
J. H. Cheney	"
O. T. Reeves	"
W. H. Pells	Paxton, Ills.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Counties and towns	\$467, 000
A. B. Baylis	532, 000
A. Gridley and others	1, 000
Total	\$1, 000, 000

THE AMOUNT OF STOCK PAID IN.

Total stock paid in	\$1, 000, 000
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DEBTS.

FUNDED DEBT.

First Mortgage Bonds, due 1901, bear interest at 7 per cent.	\$1, 300, 000
Total funded debt	\$1, 300, 000

FLOATING DEBT.

The amount of debt not secured by mortgage.	None.
Total funded and floating debt.	\$1, 300, 000
Total amount of paid up stock and debt.	\$1, 000, 000

COST AND VALUE OF ROAD AND EQUIPMENT.

Total estimated value of road and equipment.	\$2, 300, 000
Total cost of construction—no equipment.	2, 300, 000
The cost of road and equipment per mile (80 miles).	28, 642 59

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Main Line:	
Length of single main track	80 3-10
Branches: None.	
Side Tracks:	
Aggregate length of sidings and other track not above enumerated (13, 800 feet).	2 5-10
Total length of track.	82 8-10

GAUGE.

What is the gauge of your lines?	4 feet 8½ inches.
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EQUIPMENT—NONE.

BRIDGES AND TRETTLES.

Location.	Kind.	Whether wood, stone or iron.	Length in feet.	When completed.
Kickapoo	Trestle.	Wood.	288	1870
Sangamon river.	Pile	"	132	"
"	"	"	156	"
Dummer Creek.	"	"	204	"
Vermilion river.	"	"	165	"
"	"	"	187	"
Busser creek.	"	"	125	"

Wooden bridges, none. Wooden trestles, 7; aggregate length, 1, 257 feet.

What railroads cross your road at grade in this State, and at what locality?

Illinois Central; Gilman, Clinton and Springfield; Illinois Central; Chicago, Danville and Vincennes.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value, as used on your road?

All iron rail.

GENERAL BALANCE SHEET, JULY 1, 1872.

Assets.	Amount.	Liabilities.	Amount.
Road bed and track	\$2, 300, 000	Capital stock.	\$1, 000, 000
		Bonded debt.	1, 300, 000
	\$2, 300, 000		\$2, 300, 000

STATE AND LOCAL AID.

Subscriber.	Character of subscription.	When issued to your company.	Amount.
McLean County.....	Bonds	1870	\$20,000
Cheney's Grove.....	"	1871	50,000
Bloomington.....	"	1870	100,000
Padua	"	1871	30,000
Old Town.....	"	1871	10,000
Belleflower.....	"	1871	25,000
Saybrook.....	"	1871	10,000
Ford County.....	"	1871	142,000
Arrowsmith	"	1870	30,000
Grant.....	"	1872	25,000
Butler	"	1872	25,000

Amount of county subscription	\$162,000 00
Amount of township subscription.....	305,000 00
Total aid.....	\$467,000 00

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. February 28, 1867.

Q. Amount and date of existing mortgages and rate of interest on each ?—A. \$1,300,000, 7 per cent., due 1901.

State of Ohio, County of Lucas, ss.

John N. Drummond, President, and W. B. Corneau, Secretary of the Lafayette, Bloomington and Mississippi Railway Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

[SEAL]

Subscribed and sworn to before me, this 27th day of September, A. D. 1872.

[SEAL]

JOHN N. DRUMMOND,
W. B. CORNEAU.

N. HARRINGTON,
Notary Public.

REPORT

OF THE

Louisville, New Albany and St. Louis Air Line Railroad Company,

For the year ending June 30, 1872.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Give the termini, length and line of road, connections and other characteristics?

That part of our consolidated line within the State of Illinois is under contract for construction between Mount Carmel and Mount Vernon, about sixty-five miles, at the rate of thirty-five thousand dollars per mile, including \$3,000 per mile of rolling stock. Iron has been laid from Mount Carmel west as far as Albion, about seventeen miles; but the road is not completed any distance, and has not been received from the contractors by the company. This consolidated line extends from New Albany, Indiana, to East St. Louis, Illinois, about 250 miles, and is intersected at its eastern terminus by the Jeffersonville, Madison and Indianapolis Railroad, and through it with lines running east and south, at Huntingburgh, Ind., with the Rockport and Cincinnati; at Oakland City, with the Evansville and Indianapolis; at Princeton, with the Evansville and Crawfordsville; at Mt. Carmel, Ill., with the Vincennes and Cairo; at Fairfield, with Springfield and Illinois Southern; at Mt. Vernon, with the St. Louis and Southeastern; at Ashley with the Illinois Central; and at East St. Louis, with all roads diverging therefrom.

CAPITAL STOCK.

Capital stock subscribed depends upon completion of road.

Capital stock paid in—nothing.

Address of principal contractors: Lewis, Chamberlain and Mather, Princeton, Indiana, and New Albany, Indiana.

OFFICERS.

Name.	Address.
Aug. Bradley, President.....	New Albany, Indiana.
J. J. Brown, Vice President.....	" "
Geo. Lyman, Secretary and Treasurer.....	" "

State of Indiana, County of Floyd, ss.

George Lyman, Secretary and Treasurer of the Louisville, New Albany and St. Louis Air Line Railway Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief.

[SEAL.]

GEORGE LYMAN,

Secretary and Treasurer.

Subscribed and sworn to before me this 10th day of September, A. D. 1872,

[SEAL.]

W. B. STURGES, *Notary Public.*

REPORT

OF THE

MUSCATINE, KEWANEE AND EASTERN RAILROAD CO.,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

E. V. Bronson, President.....	Kewanee, Illinois.
John O. Dent, 1st Vice President.....	Wenona, "
Milo Doty, Secretary and Treasurer.....	Kewanee, "

Names of Directors.	Address.
E. V. Bronson.....	Kewanee, Illinois.
Milo Doty.....	" "
Isaac Spencer.....	Osceola, "
M. Francis.....	Andover, "
Fred. Potter.....	Henry, "
John O. Dent.....	Wenona, "
Edwin Gaylord.....	Magnolia, "

CAPITOL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

[A complete list of stock subscribed, and by whom, is on file in the office of commissioners.—SEC. B'D].	
Total capital stock subscribed.....	\$110,000 00

STATE AND LOCAL AID.

Township of Kewanee Bonds, only 5 per cent. yet issued; \$50,000; 20 years; 10 per c., payable annually.	
Corporation " " " " 25,000; 20 " " "	
Township of Henry " " " 35,000; 20 " " "	
Amount of township subscription	\$85,000 00
Amount of town and city subscription.....	25,000 00
Total aid.....	\$110,000 00

What running arrangements have you with other railroad companies, setting forth the contracts for same?

This road is consolidated with Pennsylvania Western Railway, State of Pennsylvania; North American Railway, Ohio; Fort Wayne and Pacific Railway, Indiana; Muscatine and Western, Iowa; New York and Western; the whole to be merged into the Continental Railway from New York City to Council Bluffs.

FOR ROADS OR BRANCHES IN PROCESS OF CONSTRUCTION.

Give the termini, length and line of road, connections and other characteristics?

The M., K. and E. Railroad commences on the east bank of the Mississippi river, opposite the city of Muscatine, Iowa; is to run eastward through Kewanee, Henry county, to a point on the east line of the State of Illinois, not yet designated. The entire length of the main track will be about 200 miles; side track of course cannot yet be ascertained. No right of way has yet been obtained, nor any grading done.

State of Illinois, County of Henry, ss.

Ethel V. Bronson, President, and Milo Doty, Secretary, of the Muscatine, Kewanee and Eastern Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

ETHEL V. BRONSON,
President.

MILO DOTY,
Secretary.

Subscribed and sworn to before me this 15th day of August, A. D. 1872.

CHAS. R. LADD, *Notary Public.*

REPORT

OF THE

PARIS AND DECATUR RAILROAD COMPANY,

To October, 1872.

OFFICERS AND OFFICES.

Names.	Address.	Salaries.
D. Hitchcock, President.....	Arcola, Ill.....	
W. F. Sylvester, First Vice-President.....	“.....	
L. McAlister, Secretary.....	“.....	
J. Willis, Treasurer.....	“.....	
Robt. G. Hervey, Managing Director.....	Paris.....	
C. Jones, General Ticket Agent.....	“.....	
B. F. Matthias, General Freight Agent.....	“.....	\$960 00
General offices at Paris, Ill.		

Names of Directors.	Address.
Robt. G. Hervey.....	Paris, Ill.
C. Jones.....	“ “
D. Hitchcock.....	Arcola, “
W. F. Sylvester.....	“ “
J. Willis.....	“ “
L. McAlister.....	“ “
A. G. Hervey.....	Paris, “
G. A. Buck.....	Buffalo, N. Y.
Jas. Hunter.....	New York.
Chas. E. Fuller.....	Boston, Mass.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Robert G. Hervey & Co., \$1,600,000. Of this amount, \$40,000 was to have been subscribed by Moultrie county, payable in her bonds, but the terms have not yet been carried out by Moultrie county. Total stock subscribed, \$1,600,000.

THE AMOUNT OF STOCK PAID IN, AND BY WHOM.

* Robert G. Hervey & Co.....	\$1,600,000 00
Owners of stock July 1, 1872 :	
Robt. G. Hervey & Co., Paris.....	\$1,499,500 00
J. Hunter, New York.....	100,000 00
D. Hitchcock, Arcola.....	50 00
W. F. Sylvester Arcola.....	50 00
J. Willis, Arcola.....	50 00
L. McAlister, Arcola.....	50 00
J. J. Henry, Arcola.....	50 00
Robt. Monahan, Arcola.....	50 00
Byron Willis, Arcola.....	50 00
A. G. Hervey, Paris.....	50 00
E. A. Buck, Buffalo.....	50 00
C. E. Fuller, Boston.....	50 00
Total stock paid in.....	\$1,600,000 00

* Refer to the memorandum above as to Moultrie county subscription.

DEBTS.

FUNDED DEBT.

First mortgage bonds, due July 1, 1892; bear interest at seven percent., which is payable in London or New York	\$1,200,000 00
Total debt	\$1,200,000 00
Total amount of paid up stock and debt.....	2,800,000 00

COST AND VALUE OF ROAD AND EQUIPMENT.

ESTIMATED VALUE.

The estimated value of property is as follows: Robt. G. Hervey & Co. contracted to build and equip the entire road, taking in pay therefor \$1,600,000 stock (less any amount that might be taken by Monroe county), and \$1,200,000 bonds, the local donations having been previously expended on grading, etc.

COST OF CONSTRUCTION AND EQUIPMENT.

Total cost of construction and equipment.....	\$2,800,000 00
The cost of road and equipment per mile (75 miles).....	37,333 33

CHARACTERISTICS OF ROAD.

EQUIPMENT.

Number of locomotives of more than 20 tons weight, exclusive of tender.....	4
Number of passenger cars.....	3
Number of express and baggage cars.....	2
Number of box freight cars	20
Number of flat cars	6

What railroads cross your road at grade in this State, and at what locality?

Illinois Central (Chicago Div.) Railroad, at Arcola; Bloomington and Ohio River R. R. at Lovington.

What regulations govern your employees in regard to these crossings?

Come to full stop before crossing.

What general conditions as to approaches, grades, planking and signs are necessary, in your opinion for crossings of railroads and public highways, to insure a proper degree of safety?

We grade all highways to level of track in such manner as to cross, as nearly as possible, at right angle, and use crossing plank to full height of rails. We do not think signs much (if any) protection on a prairie country; engineer can nearly always see teams on highways, a long way off. We cause the bell to be rung 20 rods before reaching, and continuously till crossing is passed, and going around curves, or where highways cannot be plainly seen, keep the whistle sounding.

How many miles of iron rail, and how many of steel have you in use, and what is their relative durability, practicability of use and value as used on your road?

Use no steel rails.

FENCING.

How many miles of fencing have you on your road?

Have only commenced fencing. We hope, eventually, to have the track hedged with Osage orange, which we consider the only fence (except stone or iron) that can be made permanent, as cattle will not face it, and fire will not destroy it; but it should be carefully attended to, cut down and interlaced, and will probably take four or five years to get it into perfect shape.

EARNINGS FOR YEAR ENDING JUNE 30, 1872.

Our road is not fully completed, but will be about November 1, 1872; meantime, the contractors operate it; and their construction account not being separate, can only approximate. The present earnings are probably about \$10,000 per month—say \$7,000 from freight, and \$3,000 from passenger, mail and express. For above cause operating expenses cannot be given.

PASSENGER AND FREIGHT TARIFF FOR YEAR ENDING JUNE 30, 1872.

We refuse to discriminate in favor of through passengers, but charge only three cents per mile, no matter whether local or through; but no ticket for less than 20 cents. We inclose tariff, from which you will see that we charge in proportion to distance. Our proportion, however, of through rates to Eastern States gives in only six cents per 100 lbs. for any distance under 36 miles, and seven cents per 100 lbs. over that distance. This, however, applies only to full car loads of grain, meal and flour.

STATE AND LOCAL AID.

Subscribers.	Amount.	Principal payable.	Rate of interest.
Paris township	\$50,000 00	10 years.	7 per cent.
Embarras "	25,000 00	10 "	10 "
Oakland "	75,000 00	10 "	10 "
Bowder "	30,000 00	10 "	10 "
Arcola "	100,000 00	10 "	10 "
Bourbon "	35,000 00	10 "	10 "
Lowe "	30,000 00	10 "	10 "
Lovington "	60,000 00	10 "	10 "
Dora "	18,000 00	10 "	10 "
Moultrie county	40,000 00	5, 6, 7, 8, 9 and 10 yrs.	10 "

Paris township voted \$20,000, payable when road was completed through the township, which she gave. The balance (\$30,000) to be paid when the road is completed, which is not yet done. The other subscriptions were all payable on completion of the road through each township or county, and have all been paid when due, except Bourbon, Lowe and Lovington townships, and Moultrie county. The road has complied with all the conditions, but the bonds have not been delivered.

Amount of county subscription	\$40,000 00
Amount of township subscription	423,000 00
Total aid	\$463,000 00

EXPRESS COMPANIES.

What express companies run on your road, and on what terms, and what conditions as to rates, use of track, machinery, repairs of cars, etc., what kind of business is done by them, and do you take their freights at the depot, or at the office of such express companies?

American Merchants' Union Express Co. They put their own freight on and off the cars, and pay us double first class rates.

TRANSPORTATION COMPANIES.

What freight and transportation companies run on your road, and on what terms, and on what conditions as to rates, use of track, machinery, repairs of cars, etc.; do they use the cars of your company or those furnished by themselves, and are their companies or their freight given any preference in speed or order of transportation, and if so, in what particular?

None. We use the cars of through line companies on same terms as any other cars, and give preference to none.

ADDITIONAL QUESTIONS BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it.—A. February 18, 1861.

Q. Names of original companies and of consolidated companies.—A. No consolidation.

Q. Dates of all amendments to charters of original roads and to consolidated roads.—A. February 16, 1865.

Q. Amount, number and date of original mortgages.—A. \$1,200,000. July 1, 1872.

Q. Amount and date of existing mortgages and rate of interest on each.—A. \$1,200,000; 7 per ct.

Q. Amount of common stock now outstanding. A.—\$1,600,000.

Q. Date when construction was commenced.—A. August, 1870.

Q. Date when each division was put in operation, and length and termini of each.—A. Paris to Oakland, Jan. 15, 1872; Paris to Arcola, May 1, 1872; Paris to Lovington, July 20, 1872.

Q. Date when the whole road was put in operation and termini.—A. Not yet completed.

Q. Roads operated under lease, length and termini, also term of lease.—A. We run our passenger trains to Terre Haute, Ind., (distance from Paris about 19 miles) on temporary arrangement with I. and St. L. R. R. Co., dividing earnings.

ACCIDENTS TO PERSONS.

We have had no accidents to any one, except a boy, who attempted to climb on a freight train while in motion, between junction and Paris, and fell between the cars, breaking his leg, from the effects of which he died. Date and name we keep no record of.

State of Illinois, County of Edgar, ss.

Robt. G. Hervey, Managing Director of the Paris and Decatur Railroad Company, being duly sworn, deposes and says that he has caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of his knowledge and belief, so far as they can now be given.

[SEAL.]

ROBT. G. HERVEY.

Subscribed and sworn to before me this 10th day of October, A. D. 1872.

[SEAL.]

....., *Notary Public.*

REPORT

OF THE

PLYMOUTH, KANKAKEE AND PACIFIC RAILROAD CO.,

For the year ending June 30, 1872.

CAPITAL STOCK.

Capital Stock subscribed in Illinois.....	\$577,300 00
Capital stock paid in.....	324,114 00

DONATIONS.

The voted aid by towns and counties was all subscribed to capital stock and is included in the foregoing item of capital stock subscribed.

Address of principal Contractor—O. W. Barns, No. 12 Wall street, New York.

Officers.	Address.
Samuel T. Hanna, President.....	Fort Wayne, Indiana
Joel W. Hopkins, Vice President.....	Granville, Putnam Co., Ill.
John C. Cushman, Secretary.....	Plymouth, Indiana.
James G. Strong, Treasurer.....	Dwight, Illinois.
T. J. Nicholl, Engineer.....	Hennepin, Illinois.
Principal offices at.....	Plymouth, Indiana.

STATE AND LOCAL AID.

Subscriber.	Amount.	Rate of interest.	Int't payable.
County of Kankakee, Ill.....	\$100,000	10 per cent.	Annually.
" Putnam, Ill.....	100,000	"	"
Town of Mokenca, Kankakee County, Ill.....	7,500	"	"
" Ganeer, " ".....	7,500	"	"
" Bourbonnais, " ".....	6,000	"	"
" Kankakee, " ".....	30,000	"	"
" Limestone, " ".....	11,000	"	"
" Pilot, " ".....	12,000	"	"
" Norton, " ".....	12,000	"	"
" Round Grove, Livingston County, Ill.....	15,000	"	"
" Dwight, " ".....	30,000	"	"
" Highland, Grundy County, Ill.....	20,000	"	"
" Allen, LaSalle County, Ill.....	20,000	"	"
" Bruce, " ".....	30,000	"	"
" Eagle, " ".....	25,000	"	"
" Lostant, " ".....	8,000	"	"
" Hope, " ".....	50,000	"	"
" Magnolia, Putnam County, Ill.....	25,000	"	"
" Hennepin, " ".....	25,000	"	"
" Bureau, Bureau County, Ill.....	10,000	"	"

Amount of county subscription.....	\$200,000
Amount of township subscription.....	343,000
Total aid.....	\$543,000

Of the bonds named in foregoing table, \$20,000 has been forfeited by non-compliance with conditions on which aid was voted, and over \$200,000 of the bonds have not yet been issued to the company. The above list comprises all that was originally voted.

Give the termini, length and line of road, connections and other characteristics.

The Plymouth, Kankakee and Pacific Railroad extends from Plymouth, Indiana, to Bureau Junction, Illinois, the portion in Illinois being 101 miles from the State line to Bureau. At Mokenca, distant 68 miles from State line, it crosses the C., D. & V. R. R. at Kankakee, (distant 178 miles.) The Chicago Branch I. C. R. R. at Kankakee river. At Dwight, (distant 46 miles,) the C., A. & St. L. R. R., main line. At Streator, (distant 69 miles,) the Fox River Branch, C., B. & Q. R. R. At Lostant, (distant, 80 miles,) the main line, Ill. Cen. R. R. At Hennepin, (distant, 99 miles,) Illinois river, and at Bureau, (distant 101 miles from State line,) it connects with the C., R. I. & P. R. R.

GENERAL REMARKS.

The grading on that part of the line in Indiana, is nearly all complete, no part of which is included in this report. It is expected that track laying will commence in October, 1872, and that the entire line will be completed during the year 1873. When completed the road will be operated by the Pennsylvania Company in connection with the Pittsburgh, Fort Wayne and Chicago Railway, which line connects with it at Plymouth, Indiana.

ITEMS OF PARTIAL CONSTRUCTION EXPENSES IN ILLINOIS.

Right of way for 74 miles.....	\$16,738 90
Grading, as per engineer's report.....	154,247 36
Masonry.....	33,730 00
Bridging.....	None.
Ties.....	71,112 60
Rails, Chairs and Spikes.....	None.
Buildings, Fixtures and Tools.....	"
Rolling Stock.....	"
Salaries and Wages.....	29,381 52
Civil Engineering.....	11,374 51
Fencing.....	None.
Interest and Discount.....	"
Cotinent expenses.....	18,853 63
Total cost of construction of 74 miles in Illinois.....	\$335,438 52
Average cost per mile, " ".....	4,531 60

State of Indiana, County of Allen, ss.

Samuel T. Hanna, President, and John C. Cushman, Secretary of the Plymouth, Kankakee and Pacific Railroad Company, being duly sworn, depose and say that they have caused the foregoing statements to be prepared by the proper officers and agents of this Company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief, so far as the same relates to the State of Illinois.

[SEAL.]

SAMUEL T. HANNA,
JOHN C. CUSHMAN.

Subscribed and sworn to before me this first day of October, A. D. 1872.

[SEAL.]

CALVIN D. CRANE, *Notary Public.*

REPORT

OF THE

SPRINGFIELD & ILLINOIS SOUTHEASTERN R. R. CO,

For the year ending June 30th, 1872.

OFFICERS AND OFFICES.

Names.	Address.
Thomas S. Ridgeway, President,.....	Shawneetown, Illinois.
Chas. A. Beecher, 1st Vice-President,.....	Springfield, “
Geo. N. Black, Secretary,	“ “
M. A. Bloodgood, Treasurer,	New York.
Geo. W. Norris, General Superintendent,	Springfield, Illinois.
Nelson Gurney, Chief Engineer,.....	“ “
C. M. Stanton, General Ticket Agent,	“ “
M. L. Doherty, General Freight Agent,	“ “
General Offices at Springfield, Illinois.	

Names of Directors.	Address.
Thos. S. Ridgeway,	Shawneetown, Illinois.
Chas. A. Beecher,.....	Springfield, Illinois.
Frank W. Tracy,	“ “
Geo. N. Black,	“ “
Chas. Carroll,	Shawneetown “
Geo. W. Norris,	Springfield, “
Oscar Townsend,	Cleveland, Ohio.
William Collins,	“ “
H. B. Hurlbut,	“ “
M. H. Bloodgood,.....	New York.

CAPITAL STOCK.

THE AMOUNT OF CAPITAL STOCK SUBSCRIBED, AND BY WHOM.

Total capital stock subscribed	\$3, 776, 500
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DEBTS.

FUNDED DEBT.

First Mortgage Bonds, (Due.....bear interest at 7 per cent., gold, which is payable July and January). amount.....	\$3, 400, 000
Second Mortgage Bonds, (Due.....bear interest at 7 per cent., gold, which is payable July and January), amount	1, 000, 000
Total funded debt.....	\$4, 400, 000

FLOATING DEBT.

The amount of debt not secured by mortgage.....	\$140, 000
Total funded and floating debt.....	\$4, 540, 000

COST OF CONSTRUCTION AND EQUIPMENT.

Total cost of construction and equipment..... \$8, 176,500

CHARACTERISTICS OF ROAD.

LENGTH OF LINE—MILES.

Length of single main track 228

GAUGE.

What is the gauge of your lines?..... 4 feet 8½ inches.

EQUIPMENT.

Number of locomotives of more than 40 tons weight, exclusive of tender..... 12
 Number of passenger cars 10
 Number of express and baggage cars 4
 Number of box freight cars..... 160
 Number of other cars..... 100

MONTHLY EARNINGS FOR THE YEAR ENDING JUNE 30, 1872.

Transportation business of this road was almost wholly in hands of contractors during year ending June 30th, 1872.

State of Illinois, County of Sangamon, ss.

—, — of the Springfield and Illinois Southeastern Railroad Company, being duly sworn, deposes and says that I have caused the foregoing statements to be prepared by the proper officers and agents of this company, and having carefully examined the same, declares them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of my knowledge and belief.

[SEAL.]

L. B. SMITH,

Auditor S. and I. S. E. Railway.

Subscribed and sworn to before me this day of, A. D. 1872.

[SEAL.]

.....

R E P O R T

OF THE

St. Louis, Jerseyville and Springfield Railroad Company,

For the year ending June 30, 1872.

OFFICERS AND OFFICES.

Names.	Address.
Hugh N. Cross, President.....	Jerseyville, Illinois.
O. H. Miner, 1st Vice-President.....	Springfield, “
Morris R. Locke, Secretary.....	Jerseyville, “
Milton D. Rollins, Treasurer.....	“ “
J. R. Moulton, Chief Engineer.....	St. Louis, Missouri.
General offices at Jerseyville, Jersey county, Illinois.	

Names of Directors.	Address.
Hugh N. Cross.....	Jerseyville, Illinois.
Wallace Leigh.....	“ “
James A. Locke.....	“ “
Milton D. Robbins.....	“ “
Clarence M. Hamilton.....	“ “
Robert A. Sting.....	“ “
Henry O. Goodrich.....	“ “
William H. Fulkerson.....	“ “
Henry E. Dougharty.....	Otterville, “
William H. Allen.....	Grafton, “
William McAdams.....	Otterville, “
William M. Springer.....	Springfield, “
C. W. Matheny.....	“ “
Orlin H. Miner.....	“ “
Anthony L. Knapp.....	“ “

STATE AND LOCAL AID.

No subscriptions, except for survey.

ADDITIONAL QUESTION BY THE COMMISSIONERS.

Q. Date of the original charter of the road and that of any road consolidated with it?—A. 20th March, 1872.

Officers.	Address.
Hugh N. Cross, President.....	Jerseyville, Jersey county, Illinois.
O. H. Miner, Vice-President.....	Springfield, Sangamon county, “
Morris R. Locke, Secretary.....	Jerseyville, “
Milton D. Robbins, Treasurer.....	“ “
Principal offices at Jerseyville, Jersey county, Illinois.	

GENERAL REMARKS.

This road incorporated under the new law, March 20, A. D. 1872, and was organized April 4, 1872, since which time there has been no meeting of the directors, or any business transacted except through the executive committee and their employees. The executive committee have had a line surveyed from New Berlin, in Sangamon county, to Grafton, in Jersey county, on the Mississippi river. This line has not been adopted by the directors. They meet on the 22d proximo, for the purpose of receiving the report of the engineers and the report of the executive committee.

State of Illinois, County of Jersey, ss :

Hugh N. Cross, President, and Morris R. Locke, Secretary, of the St. Louis, Jerseyville and Springfield Railroad Company, being duly sworn, depose and say that they have prepared the foregoing statement of this company, and having carefully examined the same, declare them to be a true, full and correct statement of the condition and affairs of said company, on the first day of July, A. D. 1872, to the best of their knowledge and belief.

HUGH N. CROSS,
MORRIS R. LOCKE.

Subscribed and sworn to before me this 26th day of September, A. D. 1872.

H. CALKINS, J. P.

PAPER "M."

TABULATED RAILROAD STATISTICS,

AS FOLLOWS:

- TABLE NO. 1. *Stock and Debts, and Paid up Stock and Debts.*
" 2. *Length of Line, and Cost of Road and Equipment.*
" 3. *Equipment, and Mileage of Trains.*
" 4. *Earnings in Detail.*
" 5. *Expenses in Detail.*
" 6. *Gross Earnings and Expenses Compared.*
" 7. *Tonage, etc.*
" 8. *Accidents.*
" 9. *Organization of Companies under Act of March 1, 1872.*
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TABLE NO. 1. STOCK AND DEBTS, AND PAID UP STOCK AND DEBTS.

NAMES OF COMPANIES.	CAPITAL STOCK.		DEBTS.		Amount of paid up stock and debts.
	Subscribed.	Paid in.	Funded.	Floating.	
<i>Classified Companies.</i>					
1. Chicago and Alton.....	.....	\$11,355,300 00	\$3,698,000 00	none.	\$150,532,300 00
2. Chicago, Burlington and Quincy.....	.....	18,652,910 00	12,996,956 95	none.	31,649,856 95
3. Chicago, Danville and Vincennes.....	.....	.....	2,500,000 00	none.	2,500,000 00
4. Chicago and Iowa.....	.....	.....	1,750,000 00	\$1,000 00	1,850,000 00
5. Chicago and Northwestern*.....	.....	6,103,962 65	8,112,653 20	none.	14,216,615 85
6. Chicago, Rock Island and Pacific*.....	.....	7,877,332 46	3,607,968 68	29,300 94	11,514,602 08
7. Chicago and Rock River.....	916,600 00	579,850 00	900,000 00	none	1,479,850 00
8. Columbus, Chicago and Indiana Central*.....	.....	531,310 00	965,525 23	3,603 44	1,500,438 67
9. Gilman, Clinton and Springfield.....	200,000 00	2,000,000 00	2,000,000 00	none.	4,000,000 00
10. Hannibal and Naples.....	.....	457,000 00	900,000 00	.....	1,357,000 00
11. Illinois Central.....	25,448,900 00	25,447,140 00	8,390,500 00	none	33,837,640 00
12. Illinois and St. Louis.....	.....	618,000 00	660,000 00	260,960 00	1,538,960 00
13. Indianapolis, Bloomington and Western*.....	3,052,331 00	3,052,331 00	4,155,000 00	111,623 88	7,319,014 88
14. Indianapolis and St. Louis. (See No. 23).....	.....	.....	.....	.....	.....
15. Lake Shore and Michigan Southern*.....	478,983 26	478,983 26	361,741 80	33,958 82	874,683 81
16. Michigan Central.....	.....	.....	.....	.....	.....
17. Ohio and Mississippi.....	9,018,891 92	9,018,891 92	3,795,100 25	123,501 27	12,937,493 44
18. Peoria, Pekin and Jacksonville.....	1,239,700 00	1,239,700 00	2,000,000 00	360,607 00	3,600,367 00
19. Peoria and Rock Island.....	1,913,350 00	1,857,950 00	1,650,000 00	15,277 72	3,523,227 72
20. Pekin, Lincoln and Decatur.....	1,500,000 00	1,500,000 00	1,076,000 00	none	2,576,000 00
21. Pittsburg, Fort Wayne and Chicago*.....	1,015,405 16	1,015,405 16	639,991 88	781 00	1,646,178 04
22. Rockford, Rock Island and St. Louis.....	4,768,400 00	6,490,579 41	9,000,000 00	200,540 85	15,781,120 26
23. St. Louis, Alton and Terre Haute.....	4,768,400 00	4,768,400 00	7,000,000 00	none	11,768,400 00
24. St. Louis and Southeastern.....	2,738,300 00	3,438,500 00	3,833,000 00	50,000 00	7,341,500 00
25. St. Louis, Vandalia and Terre Haute, by Terre Haute and Indianapolis Company.....	2,377,450 00	2,377,450 00	4,500,000 00	1,000,000 00	7,877,450 00
26. Toledo, Peoria and Warsaw.....	5,700,000 00	5,700,000 00	6,450,000 00	204,793 96	12,354,793 96
27. Toledo, Wabash and Western*.....	.....	9,840,660 84	6,399,857 98	none.	16,240,518 82
28. Western Union.....	.....	4,000,000 00	3,275,000 00	448,654 32	7,723,654 32
Totals.....	.....	\$128,421,656 70	\$100,617,325 97	\$3,033,023 20	\$292,072,305 87
<i>Unclassified Companies.</i>					
29. Cairo and St. Louis.....	.....	\$83,000 00	\$2,500,000 00	none.	\$2,583,000 00
30. Carbondale and Shawneetown.....	\$250,000 00	355,500 00	2,000,000 00	7,150 00	562,650 00
31. Chester and Tamaroa.....	.....	1,000,000 00	660,000 00	50,000 00	1,710,000 00
32. Chicago, Decatur and St. Louis.....	.....	\$600,000 00	.....	.....	600,000 00
33. Chicago, Milwaukee and St. Paul*.....	800,000 00	.....	.....	.....	.....
34. Chicago and Muscatine.....	200,000 00	50,000 00	.....	.....	20,000 00

35. Chicago and Pacific.....	170,000 00	146,020 00	.....	.....	146,020 00
36. Chicago and Paducah.....	5,000,000 00	1,350,000 00	.....	.....	1,350,000 00
37. Chicago, Pekin and Southwestern.....	519,500 00	240,000 00	.....	.....	240,000 00
38. Indiana and Illinois Central*	976,973 58	976,973 58	.....	.....	976,973 58
39. Jacksonville Northwestern and Southeastern.....	.....	.....	353,000 00	100,000 00	459,000 00
40. Kankakee and Indiana.....	92,400 00	232,300 00	230,000 00	none	452,300 00
41. LaFayette, Bloomington and Mississippi.....	1,000,000 00	1,000,000 00	1,300,000 00	none	2,300,000 00
42. Muscatine, Kewanee and Eastern.....	110,000 00	.....	1,200,000 00	none	.....
43. Paris and Decatur.....	1,600,000 00	1,600,000 00	.....	140,000 00	2,800,000 00
44. Plymouth, Kankakee and Pacific.....	577,300 00	424,114 00	.....	.....	394,114 00
45. Springfield and Illinois Southeastern.....	3,776,500 00	3,776,500 00	4,400,000 00	.....	8,316,500 00
46. Branch Chicago, Burlington and Quincy.....	.....	.....	.....	.....	.....
Totals.....	.....	\$11,704,407 58	\$10,839,000 00	\$297,150 00	\$22,840,557 58
Add totals for classified companies.....	.....	128,421,656 70	100,617,325 97	3,033,023 20	232,072,005 87
Grand totals.....	.....	\$140,126,064 28	\$111,456,325 97	\$3,330,173 20	\$254,912,563 45

* See page 27, Secretary's Report.

§ Being amount of local subscription.

TABLE No. 2.—LENGTH OF LINE AND COST OF ROAD AND EQUIPMENT.

NAMES OF COMPANIES.	LENGTH OF LINE.			In process of const'n.	Cost of road and equip- ment.
	Branches.		Total.		
	Main line.	Miles.	Miles.		
<i>Classified Companies.</i>					
1 Chicago and Alton.....	220 00	208 00	518 00	.....	\$16,068,800 00
2 Chicago, Burlington and Quincy.....	207 00	354 00	761 00	19 50	31,398,726 94
3 Chicago, Danville and Vincennes.....	102 00	.....	102 00	.....	2,321,000 00
4 Chicago and Iowa.....	80 00	.....	80 00	.....	229,300 00
5 Chicago and Northwestern.....	485 00	.....	485 00	3 00	22,415,877 60
6 Chicago, Rock Island and Pacific.....	202 75	46 50	249 25	.....	12,759,937 28
7 Chicago and Rock River.....	20 00	.....	20 00	88 00	736,000 00
8 Columbus, Chicago and Indiana Central.....	23 20	.....	23 20	.....	1,471,696 64
9 Gilman, Clinton and Springfield.....	111 00	.....	111 00	.....	4,000,000 00
10 Hannibal and Naples.....	43 88	6 18	50 06	.....	41,357,000 00
11 Illinois Central.....	303 99	396 51	705 50	.....	33,902,987 55
12 Indianapolis, Bloomington and Western.....	132 06	.....	132 06	.....	1,538,260 00
13 Indianapolis and St. Louis.....	181 00	5 00	186 00	255 00	7,341,502 54
14 Lake Shore and Michigan Southern.....	14 00	.....	14 00	.....	2,045,000 00
15 Michigan Central.....	.....	.....	.....	.....	1,344,000 00
16 Ohio and Mississippi.....	147 50	.....	147 50	.....	12,937,406 40
17 Peoria, Pekin and Jacksonville.....	83 00	.....	83 00	.....	397,136 86
18 Peoria, Lincoln and Decatur.....	91 00	.....	91 00	.....	3,623,558 42
19 Peoria and Rock Island.....	67 20	.....	67 20	.....	12,576,000 00
20 Peoria, Lincoln and Decatur.....	67 20	.....	67 20	.....	1,729,602 62
21 Pittsburgh, Ft. Wayne and Chicago.....	22 00	.....	22 00	.....	16,011,300 35
22 Rockford, Rock Island and St. Louis.....	253 56	25 37	278 93	.....	2,062,958 00
23 St. Louis, Alton and Terre Haute.....	.....	74 97	74 97	.....	4,171,692 85
24 St. Louis and Southeastern.....	172 90	.....	180 00	.....	5,830,000 00
25 St. Louis, Vandalia and Terre Haute, (T. H. & Ind. Co.).....	158 40	.....	158 40	.....	12,150,000 00
26 Toledo, Peoria and Warsaw.....	237 25	10 25	247 50	.....	21,494,664 76
27 Toledo, Wabash and Western.....	232 00	.....	232 00	.....	4,307,503 29
28 Western Union.....	112 00	.....	112 00	.....	\$221,160,071 04
Totals.....	3,783 53	1,547 85	5,331 41	365 50	
<i>Unclassified Companies.</i>					
29 Cairo and St. Louis.....	.....	.....	.....	151 00	.....
30 Cairo and Vincennes.....	.....	.....	150 00	50 00	.....
31 Carbondale and Shawneetown.....	17 50	.....	18 00	40 00	.....
32 Chester and Tamarac.....	40 70	1 30	42 00	.....	1,660,000 00
33 Chicago, Decatur and St. Louis.....	.....	.....	.....	129 00	.....

34 Chicago and Illinois Southern.....	29 00	.....	29 00	.....	11 00	.....
35 Chicago, Milwaukee and St. Paul.....	40 00	.....	40 00	.....	80 00	.....
36 Chicago and Muscatine.....	.....	.....	.....	.....	69 00	.....
37 Chicago and Pacific.....	.....	.....	.....	.....	133 00	§ 202,037 19
38 Chicago and Paducah.....	6 00	.....	6 00	.....	.....	.....
39 Chicago, Pekin and Southwestern.....	70 00	.....	67 00	.....	90 00	345,474 49
40 Cincinnati, Lafayette and Chicago.....	21 00	.....	70 00	.....	.....	.....
41 Grand Tower and Carbondale.....	24 14	.....	21 00	.....	.....	.....
42 Indiana and Illinois Central.....	33 00	.....	24 14	.....	.....	.....
43 Jacksonville, Northwestern and Southeastern.....	33 00	.....	33 00	.....	119 00	1,400,000 00
44 Kankakee and Indiana.....	17 95	.....	17 95	.....	.....	.....
45 Lafayette, Bloomington and Mississippi.....	11 00	.....	11 00	.....	.....	† 65,000 00
46 Louisville, New Albany and St. Louis.....	80 30	.....	80 30	.....	.....	12,300,000 00
47 Muscatine, Kewanee and Eastern.....	17 00	.....	17 00	.....	48 00	.....
48 Paris and Decatur.....	.....	.....	.....	.....	200 00	.....
49 Plymouth, Kankakee and Pacific.....	75 00	.....	75 00	.....	.....	2,800,000 00
50 Springfield and Illinois Southeastern.....	236 00	.....	236 00	.....	101 80	335,438 52
Totals.....	925 59	.....	1 80	.....	1,921 80	8,316,500 00
Add totals of classified companies.....	3,753 53	.....	1,547 88	.....	365 50	17,424,470 20
Grand totals.....	4,709 12	.....	1,549 68	.....	.....	221,160,671 04
					1,587 30	\$238,584,541 24

† No equipment. ‡ Being for equipment only. * See page 27 Secretary's report. § Partial cost.

AVERAGE COST PER MILE OF CLASSIFIED ROAD.

Take from the total cost of roads and equipment the cost of road (there being no equipment) for Nos. 10, 18 and 20, and the remaining aggregate cost of roads and equipment is.....\$216,829,941 83

Which, divide by the total length of line, less Nos. 10, 18 and 20, which is 5,130.31 miles, and we have—

The average cost per mile for building and equipping the classified roads of Illinois.....\$42,264 48

TABLE NO. 3. EQUIPMENT AND MILEAGE.

NAMES OF COMPANIES.	EQUIPMENT.						MILEAGE OF TRAINS.			
	Locomo- tives 20 to 30 tons wt.	Locomo- tives 10 to 20 tons wt.	Locomotives less than 10 tons wt.	Passeng'r cars.	Other cars.	Total cars.	Passeng'r	Freight	Other.	Totals.
<i>Classified Companies.</i>										
1. Chicago and Alton.....	78	53	3	51	2,641	2,692	885,993	2,030,686	149,019	3,065,698
2. Chicago, Burlington and Quincy.....	111	81	.....	86	4,322	4,408	1,410,423	2,126,199	1,369,874	4,906,496
3. Chicago, Danville and Vincennes.....	8	1	.....	10	778	788	.....	.....	.....	.....
4. Chicago and Iowa.....	12	3	.....	6	9	15	.....	.....	.....	.....
5. Chicago and Northwestern*.....	95	139	35	123	6,220	6,343	632,532	904,565	494,277	2,031,374
6. Chicago, Rock Island and Pacific.....	136	46	.....	93	3,701	3,794	488,709	1,575,750	70,795	2,135,254
7. Chicago and Rock River.....	141	1	.....	1	21	22	.....	.....	.....	56,240
8. Columbus, Chicago and Indiana Central*.....	.....	.....	.....	54	1,679	1,733	10,998	115,862	8,208	135,068
9. Gilman, Clinton and Springfield.....	1	7	.....	4	314	318	.....	.....	.....	87,808
10. Hannibal and Naples.....	.....	.....	.....	.....	.....	.....	37,510	27,270	13,630	77,400
11. Illinois Central.....	45	107	.....	91	4,564	4,655	1,078,476	2,360,302	10,657	3,449,435
12. Illinois and St. Louis.....	2	113	.....	3	113	116	32,400	27,000	.....	59,400
13. Indianapolis, Bloomington and Western.....	32	19	.....	19	981	1,000	220,501	451,564	61,463	732,528
14. Indianapolis and St. Louis.....	16	30	7	34	1,356	1,390	404,358	698,246	29,728	1,132,332
15. Lake Shore and Michigan Southern*.....	410	.....	.....	161	8,137	8,298	33,422	89,606	39,076	162,104
16. Michigan Central.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
17. Ohio and Mississippi.....	45	.....	.....	21	960	981	1,497,147	4,514,425	1,462,000	7,473,572
18. Peoria, Pekin and Jacksonville.....	4	8	.....	7	203	210	115,101	120,302	30,420	265,823
19. Peoria and Rock Island.....	3	3	.....	5	165	170	70,056	68,981	9,490	139,967
20. Pekin, Lincoln and Decatur, (C. W. & W.).....	.....	.....	.....	.....	.....	.....	22,363	41,110	9,490	72,963
21. Pittsburg, Fort Wayne and Chicago*.....	76	134	23	96	4,782	4,878	81,065	228,063	13,992	323,130
22. Rockford, Rock Island and St. Louis.....	15	33	.....	15	922	937	399,186	492,443	115,644	1,007,275
23. St. Louis, Alton and Terre Haute.....	30	11	.....	9	545	554	125,480	79,188	41,636	246,304
24. St. Louis and Southeastern.....	13	15	.....	10	429	509	148,548	129,420	96,477	374,465
25. St. Louis, Vandalia and Terre Haute, (T. H. & Ind. Co.).....	19	6	.....	14	700	714	379,589	444,442	38,775	862,806
26. Toledo, Peoria and Warsaw.....	.....	45	.....	13	1,120	1,133	336,804	504,362	351,765	1,192,931
27. Toledo, Wabash and Western.....	40	37	3	30	1,810	1,840	584,572	1,060,031	263,548	1,908,151
28. Western Union*.....	.....	30	.....	11	537	548	114,016	200,368	3,584	317,968
Totals.....	1,292	809	75	967	47,079	48,046	9,109,549	18,290,187	4,777,438	32,271,232
<i>Unclassified Companies.</i>										
29. Cairo and St. Louis.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
30. Cairo and Vincennes.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
31. Carbondale and Shawneetown.....	.....	1	.....	.....	.....	.....	.....	.....	.....	.....
32. Chester and Tamaroa.....	.....	2	.....	2	31	33	.....	.....	.....	.....
33. Chicago, Decatur and St. Louis.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
34. Chicago and Illinois Southern.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....

TABLE No. 4.
EARNINGS—IN DETAIL.

NAMES OF COMPANIES	Passenger.	Freight.	Miscellaneous	Total.
1. Chicago and Alton.....	\$1,325,723 07	\$3,609,525 68	\$232,863 40	\$5,168,112 15
2. Chicago, Burlington and Quincy.....	1,742,181 47	5,124,831 97	726,664 74	7,593,678 18
3. § Chicago, Danville and Vincennes.....	38,307 97	234,360 39	14,801 98	287,470 34
4. † Chicago and Iowa.....	15,192 63	56,830 30	1,239 42	73,262 35
5. * Chicago and Northwestern.....	1,056,473 41	2,426,222 43	203,615 04	3,686,310 88
6. Chicago, Rock Island and Pacific.....	765,944 93	3,008,026 60	189,206 29	3,963,177 82
7. Chicago and Rock River.....	840 85	6,581 38	300 00	7,722 23
8. † Columbus, Chicago and Indiana Central.....	45,167 64	121,802 75	6,278 85	173,249 24
9. Grand Tower and Carbondale.....	10,722 65	28,861 29	1,000 00	40,583 94
10. † Gilman, Chuton and Springfield.....	30,656 40	122,118 50	3,975 19	156,750 09
11. Hannibal and Naples.....	34,159 26	55,533 25	5,704 96	95,397 47
12. Illinois Central.....	1,341,667 13	4,728,247 18	383,670 86	6,453,585 17
13. Illinois and St. Louis.....	12,808 50	57,126 60	6,420 72	76,355 82
14. Indianapolis, Bloomington and Western.....	243,273 00	500,529 78	33,325 22	777,128 00
15. Indianapolis and St. Louis.....	344,283 05	953,252 83	125,361 12	1,422,897 00
16. Lake Shore and Michigan Southern.....	7,000 00	126,000 00	28,000 00	224,000 00
17. Ohio and Mississippi.....	382,208 85	809,273 25	59,080 91	1,250,563 01
18. Peoria, Pekin and Jacksonville.....	75,367 16	195,801 60	49,907 60	321,076 36
19. § Peoria and Rock Island.....	33,110 56	84,257 62	20,376 07	437,744 25
20. Pekin, Lincoln and Decatur.....	20,499 56	45,871 30	4,945 60	71,316 46
21. Pittsburg, Ft. Wayne and Chicago.....	117,713 64	302,621 00	17,143 28	437,477 92
22. * Rockford, Rock Island and St. Louis.....	252,635 32	760,236 22	54,877 15	1,067,748 69
23. St. Louis, Alton and Terre Haute.....	136,470 64	157,452 32	214,384 09	508,306 96
24. St. Louis and Southeastern.....	123,004 87	218,881 88	15,965 85	357,852 60
25. St. Louis, Vandalia and Terre Haute, by T. H. and Ind. Company.....	358,641 63	730,502 57	21,305 86	1,110,450 06
26. Toledo, Peoria and Warsaw.....	250,698 26	961,899 87	64,712 33	1,277,310 46
27. Toledo, Wabash and Western.....	1,209,334 38	4,304,493 38	492,900 67	6,006,728 43
28. * Western Union.....	118,077 22	343,452 48	19,642 46	481,172 16
Totals.....	\$10,155,164 05	\$30,074,594 42	\$2,997,669 57	\$43,227,428 04

§ Being for six months from 1st January, 1872.

† Being for nine months from 9th October, 1871.

‡ Being for ten months from November, 1871.

* See page 27, Secretary's report.

TABLE NO. 5.
EXPENSES IN DETAIL.

NAMES OF COMPANIES.	Operating.	General.	Additional.	Total.
1. Chicago and Alton.....	\$3,019,609 48	\$152,116 50	\$2,746,805 32	\$5,918,531 30
2. Chicago, Burlington and Quincy.....	4,980,913 89	569,662 28	3,177,447 88	8,728,024 05
3. ||Chicago, Danville and Vincennes.....	163,544 40	None	.....	163,544 40
4. †Chicago and Iowa.....	.....	155,000 00	.....	155,000 00
5. *Chicago and Northwestern.....	2,057,748 62	111,061 58	2,483,099 29	4,651,909 49
6. Chicago, Rock Island and Pacific.....	1,667,543 23	86,203 55	.....	1,753,746 78
7. Chicago and Rock River.....	5,085 43	.....	.....	5,085 43
8. *Columbus, Chicago and Indiana Central	135,721 28	3,423 04	.....	139,144 32
9. †Gilman, Clinton and Springfield.....	123,224 53	.....	.....	123,224 53
10. Hannibal and Naples.....	109,916 31	8,696 69	76,425 66	195,038 66
11. Illinois Central.....	3,987,452 90	451,750 96	2,091,475 56	6,530,679 42
12. Illinois and St. Louis.....	.....	.....	.....	72,551 24
13. Indianapolis, Bloomington and Western	455,746 41	38,994 27	.....	494,740 68
14. Indianapolis and St. Louis.....	893,117 14	69,563 32	43,645 18	1,006,325 64
15. Lake Shore and Michigan Southern.....	143,906 00	4,413 78	103,309 64	251,629 42
16. §Ohio and Mississippi.....	839,093 95	33,176 26	1,353,057 00	2,225,327 21
17. Peoria, Pekin and Jacksonville.....	209,549 90	9,228 01	104,216 54	322,994 45
18. ||Peoria and Rock Island.....	72,145 05	8,445 05	.....	80,590 10
19. ¶Pekin, Lincoln and Decatur.....	.....	64,585 23	12,327 47	76,912 70
20. Pittsburg, Ft. Wayne and Chicago.....	222,842 71	6,842 93	182,997 94	412,683 58
21. Rockford, Rock Island and St. Louis.....	796,322 87	26,891 48	112,457 37	935,671 72
22. *St. Louis, Alton and Terre Haute.....	281,933 41	12,356 25	88,000 00	382,289 66
23. St. Louis and Southeastern.....	227,528 70	42,576 42	1,509,464 80	1,779,569 92
24. St. Louis, Vandalia and Terre Haute, by T. H. and Ind. Co.....	750,566 27	45,582 79	619,863 66	1,416,012 72
25. Toledo, Peoria and Warsaw.....	863,712 06	57,882 53	.....	921,594 59
26. Toledo, Wabash and Western.....	3,901,530 97	89,546 56	2,120,162 45	6,111,239 98
27. *Western Union.....	362,155 36	16,862 72	16,888 48	395,906 56
Total	\$26,270,910 87	\$2,064,862 20	\$16,841,644 24	\$45,249,968 55

*See page 27 Secretary's report.

†Being for nine months from 9th October, 1871.

‡Being for ten months ending 30th June, 1872.

§Includes \$1,000,000 for improvements.

||Being for six months ending 30th June, 1872.

¶Includes operating expenses.

TABLE NO. 6.
GROSS EARNINGS COMPARED WITH EXPENSES.

NAMES OF COMPANIES.	Gross earnings.	Amount of operating and general expenses.	Excess of earnings.	Excess of expenses.
1. Chicago and Alton.....	\$5,168,112 15	\$3,171,725 98	\$1,996,386 17	.....
2. Chicago, Burlington and Quincy.....	7,593,678 18	5,550,586 17	2,043,102 01	.....
3. Chicago, Danville and Vincennes.....	287,470 34	163,544 40	123,925 94	.....
4. Chicago and Iowa.....	73,262 35	155,000 00	.....	\$81,737 65
5. Chicago and Northwestern.....	3,686,310 88	2,168,810 20	1,517,500 68	.....
6. Chicago, Rock Island and Pacific.....	3,963,177 82	1,753,746 78	2,209,431 04	.....
7. Chicago and Rock River.....	7,422 22	5,085 43	2,336 80	.....
8. Columbus, Chicago and Indiana Central..	173,249 24	139,144 32	34,104 92	.....
9. Grand Tower and Carbondale.....	40,583 94	.....	.....	.....
10. Gilman, Clinton and Springfield.....	156,750 09	123,224 53	33,525 56	.....
11. Hannibal and Naples.....	95,397 47	118,613 00	.....	23,215 53
12. Illinois Central.....	6,453,585 17	4,439,203 86	2,014,381 31	.....
13. Illinois and St. Louis.....	76,355 82	72,551 24	3,804 58	.....
14. Indianapolis, Bloomington and Western..	777,128 00	494,740 68	282,387 32	.....
15. Indianapolis and St. Louis.....	1,422,897 00	962,680 46	460,216 54	.....
16. Lake Shore and Michigan Southern.....	224,000 00	148,319 78	75,680 22	.....
17. Ohio and Mississippi.....	1,250,563 01	872,270 21	378,292 80	.....
18. Peoria, Pekin and Jacksonville.....	321,076 36	218,777 91	102,298 45	.....
19. Peoria and Rock Island.....	137,744 25	80,590 10	57,154 15	.....
20. Pekin, Lincoln and Decatur.....	71,316 46	64,585 23	6,731 23	.....
21. Pittsburg, Fort Wayne and Chicago.....	437,477 92	229,685 64	207,792 28	.....
22. Rockford, Rock Island and St. Louis.....	1,067,748 69	823,214 35	244,534 34	.....
23. St. Louis, Alton and Terre Haute.....	508,306 96	294,289 66	214,017 30	.....
24. St. Louis and Southeastern.....	357,852 60	270,105 12	87,747 48	.....
25. St. Louis, Vandalia and Terre Haute, by Terre Haute and Indiana Co.....	1,110,450 06	796,149 06	314,301 00	.....
26. Toledo, Peoria and Warsaw.....	1,277,310 46	921,594 59	355,715 87	.....
27. Toledo, Warsaw and Western.....	6,006,728 43	3,991,077 53	2,015,650 90	.....
28. Western Union.....	481,172 16	379,018 08	102,154 08	.....
Totals.....	\$43,227,128 04	\$28,408,324 31	\$14,883,172 97	\$104,953 18

AGGREGATE GROSS EARNINGS AND AGGREGATE GROSS EXPENSES COMPARED.

	Gross earnings.	Gross expense.	Excess of expenses.
For all railroads operated in Illinois.....	\$43,227,128 04	\$45,249,968 55	\$2,022,840 51

TABLE No. 7.
TONAGE, ETC.*

NAMES OF COMPANIES.	Through freight carried.	Local freight carried.	Total freight carried.	Cords of wood consumed	Tons of Coal consumed
<i>Classified Companies:</i>	Tons.	Tons.	Tons.	Cords.	Tons.
1. Chicago and Alton				19,025½	77,099
2. Chicago, Burlington and Quincy	584,432	1,144,130	1,728,562	9,400	147,394
3. Chicago, Danville and Vincennes			118,754½		
4. Chicago and Northwestern				91,281½	120,255
5. Chicago, Rock Island and Pacific				3,239	27,719
6. Columbus, Chicago and Indiana Central	237,250½	317,863½	555,113½	5,669	2,558
7. Gilman, Clinton and Springfield	28,035	39,326	67,361		
8. Hannibal and Naples	36,959	18,479	55,438		
9. Illinois Central			1,821,909½	7,187½	155,369
10. Indianapolis, Bloomington and Western	62,626½	177,807	240,433½		
11. Indianapolis and St. Louis	286,880	175,609	462,489	3,816	27,935
12. Lake Shore and Michigan Southern	6,222½	50,719½	56,941½	123,560	92,400
13. Ohio and Mississippi	31,870½	67,888½	99,759½	2,329	28,434
14. Peoria, Pekin and Jacksonville		127,557½	127,557½	396	5,380½
15. Peoria and Rock Island	10,345	32,702	43,047		
16. Pekin, Lincoln and Decatur	36,093	17,324	53,417		
17. Pittsburg, Fort Wayne and Chicago	44,024½	62,887	106,911½	85,549	89,946
18. Rockford, Rock Island and St. Louis	4,608	283,787	288,485	1,929	50,112
19. St. Louis, Alton and Terre Haute	26,010½	459,161	485,171½	537	7,584
20. St. Louis and Southeastern			170,021		
21. Toledo, Peoria and Warsaw			554,181½	3,398	32,810
22. Toledo, Wabash and Western	368,748	426,841	795,589	57,428	123,400
23. Western Union	24,853	111,507	136,360	6,660½	17,269½
Totals	1,789,046½	3,513,589½	7,966,502	421,405½	1,005,665

* Statistics for this table are wanting from the following companies: Chicago and Iowa; Chicago and Rock River; Illinois and St. Louis; Michigan Central; St. Louis, Vandalia and Terre Haute.

TABLE NO. 8.
ACCIDENTS.

NAMES OF COMPANIES.	Accidents to passengers.		Accidents to employees.		Accidents to others.	
	Killed	Injrd.	Kill'd	Injrd.	Kill'd	Injrd.
<i>Classified Companies.</i>						
1. Chicago and Alton.....			5	7	10	14
2. Chicago, Burlington and Quincy.....	3	12	17	31	8	24
3. Chicago, Rock Island and Pacific.....		4	1	2	1	1
4. Columbus, Chicago and Indiana Central.....			1		2	4
5. Gilman, Clinton and Springfield.....			1		3	
6. Illinois Central.....	1	3	8	28	16	19
7. Indianapolis, Bloomington and Western.....				7	4	3
8. Indianapolis and St. Louis.....			2	4	2	
9. Lake Shore and Michigan Southern.....			6	9	3	2
10. Ohio and Mississippi.....		1	2	2	3	
11. Peoria, Pekin and Jacksonville.....					1	
12. Peoria and Rock Island.....				1		
13. Pittsburg, Fort Wayne and Chicago.....	1		2	12	9	13
14. St. Louis, Alton and Terre Haute.....			1	1	4	3
15. St. Louis and Southeastern.....			1		1	
16. St. Louis, Vandalia and Terre Haute, by T. H. & Ind. Co.....			1	1	6	6
17. Toledo, Peoria and Warsaw.....	1	1	7	13		
18. Toledo, Wabash and Western.....			8	7	2	3
19. Western Union.....	2		2	1		1
Totals.....	8	21	65	126	75	93

TABLE NO. 9.

STATEMENT OF RAILROAD INCORPORATIONS ORGANIZED UNDER THE ACT OF
MARCH 1, 1872.

Date of filing articles with Secretary of State.	Name of Corporation.
1872. March 1.....	Sullivan and Roodhouse Railroad Company.....
" 15.....	Springfield, Carrolton and St. Louis Railroad Company.....
" 18.....	Gilman Extension Railroad Company.....
" 27.....	Springfield Southern Railroad Company.....
April 2.....	St. Louis, Jerseyville and Springfield Railroad Company.....
" 3.....	Chicago, Milwaukee and St. Paul Railway Company.....
" 3.....	Sullivan, Waverly and Roodhouse Railroad Company.....
" 10.....	Springfield, Macon and Wabash Railroad Company.....
" 29.....	Chicago and Wisconsin Midland Railway Company.....
May 13.....	Chicago, Homer and Southern Railroad Company.....
" 20.....	Illinois Western Extension Railroad Company.....
" 24.....	Chicago and Northern Pacific Air-Line Railway Company.....
" 31.....	Chicago and New York Railroad Company.....
June 24.....	South Chicago and State Line Railroad Company.....
July 1.....	Paris, Neoga and St. Louis Railroad Company.....
Aug. 3.....	Shelbyville, Oconee and East St. Louis Railroad Company.....
" 13.....	Havana, McLean and Saybrook Railway Company.....
" 30.....	Danville and Montezuma Railroad Company.....
Sept. 18.....	Tuscola and Roodhouse Railroad Company.....
" 27.....	Murphysboro and Pinckneyville Railroad Company.....
Oct. 5.....	Chicago and Indiana Railway Company.....
Nov. 14.....	Danville and Vincennes Railway Company.....
" 22.....	Grand Junction Railway Company, of Quincy, Illinois.....
Dec. 5.....	Chicago and Northern Pacific Air-Line Railway Company.....
" 5.....	Cincinnati, Lafayette and Chicago Railroad Company.....
" 21.....	Orion and Minersville Railroad Company.....
" 23.....	Chicago, Wilmington and Western Railway Company.....
" 31.....	Chicago and Southwestward Suburban Railroad Company.....
" 31.....	Chicago and Westward Suburban Railroad Company.....

PAPER "N."

Incidental Expenses of the Office of the Commission.

November 1, 1871 to November 30, 1872 (inclusive).	
For rent (not including November, 1872).....	\$309 00
For gas.....	17 88
For porter's and janitor's fees.....	140 00
For fuel and ice.....	17 57
For stationery.....	268 96
For furniture.....	41 65
For incidental expenses, including postage, express and telegraph charges, etc.....	248 40
For extra clerk hire in preparation of first annual report.....	75 00
Additional expenses, July to October, 1871, (inclusive).....	493 59
Total expenses, 17 months.....	\$1,612 05
PER CONTRA.	
Appropriation for year ending June 30, 1872.....	\$800 00
Amount received from Governor's contingent expense fund, March, 1872.....	68 34
Amount used of appropriation for year ending June 30, 1873	743 71
	\$1,612 05

Leaving a balance on hand December 1, 1872, of appropriation for year ending June 30, 1873, of \$56.29.

[NOTE.—Vouchers for the above are on file in the office of the Board, and the expenditures were made by the Secretary on the approval of the Commissioners, and paid upon the order of his Excellency the Governor. The rent of office for November, 1872, and bills necessarily incurred in the preparation of the second annual report of the Board, and some incidental expenses, amounting in all to \$178 72, are still due.—SEC'Y B'D.

INDEX.

ARGUMENTS :	PAGE.
Of Mr. C. Beckwith for C. and A. R. R. Co., McLean County.....	46
Of J. H. Rowell, Esq., et al. for People, McLean County.....	70
ACREAGE :	
Of Illinois with reference to the Railways.....	168
BILLS—27TH GENERAL ASSEMBLY :	
Senate Bill No. 412; establishing Freight Tariffs.....	148
Senate Bill No. 409; Railroad Police bill.....	165
House Bill No. 712; Codification of Railroad Laws.....	152
House Bill No. 713; Codification of Warehouse Laws.....	158
Classification of Railroads.....	174
Date of receipt of Railroad Reports.....	172
Expenses, office.....	28 and 452
“ inspection.....	37
Fees, inspection.....	14
“ charged and collected.....	37
Form for Railroad Reports.....	176
Grain inspected, 1871, 1872.....	36
Opinion, judicial by Hon. T. F. Tipton.....	99
Proceedings, legal vs. C. and A. R. R. Co., McLean County.....	44 to 111
“ “ Hugh Maher, Cook County.....	144
Reports, Commissioners.....	7
“ “ additional.....	21
“ “ minority.....	23
“ on Senate Bill No. 412, 27th General Assembly.....	148
“ J. H. Raymond, Secretary Board.....	27
“ Wm. F. Tompkins, Chief Inspector.....	32
“ Cashier, Inspection Department.....	37
“ Stephen Clary, Registrar.....	40
“ J. H. Rowell, State's Attorney.....	44
“ Chas. H. Reed, State's Attorney.....	144
Railroads, names of.....	172
“ classification of.....	174
“ full reports of; classified :	
1. Chicago and Alton.....	190
2. Chicago, Burlington and Quincy.....	198
3. Chicago, Danville and Vincennes.....	211
4. Chicago and Iowa.....	215
5. Chicago and Northwestern.....	220
6. Chicago, Rock Island and Pacific.....	229
7. Chicago and Rock River.....	236
8. Columbus, Chicago and Indiana Central.....	240
9. Gilman, Clinton and Springfield.....	247
10. Hannibal and Naples.....	252
11. Illinois Central.....	258
12. Illinois and St. Louis.....	268

Railroads, full reports of: Classified: *Continued.*

PAGE.

13. Indianapolis, Bloomington and Western.....	272
14. Indianapolis and St. Louis.....	278
15. Lake Shore and Michigan Southern.....	284
16. Michigan Central.....	294
17. Ohio and Mississippi.....	294
18. Peoria, Pekin and Jacksonville.....	301
19. Peoria and Rock Island.....	308
20. Pekin, Lincoln and Decatur.....	314
21. Pittsburg, Fort Wayne and Chicago.....	319
22. Rockford, Rock Island and St. Louis.....	326
23. St. Louis, Alton and Terre Haute.....	337
24. St. Louis and Southeastern.....	346
25. St. Louis, Vandalia and Terre Haute (Terre Haute and Indianapolis Company).....	358
26. Toledo, Peoria and Warsaw.....	364
27. Toledo, Wabash and Western.....	371
28. Western Union.....	380

Full reports of: Unclassified Companies:

29. Cairo and St. Louis.....	390
30. Cairo and Vincennes.....	392
31. Carbondale and Shawneetown.....	392
32. Chester and Tamaroa.....	395
33. Chicago and Canada Southern.....	398
34. Chicago, Decatur and St. Louis.....	400
35. Chicago and Illinois Southern.....	401
36. Chicago, Milwaukee and St. Paul.....	403
37. Chicago and Muscatine.....	405
38. Chicago and Pacific.....	407
39. Chicago and Paducah.....	409
40. Chicago, Pekin and Southwestern.....	411
41. Cincinnati, LaFayette and Chicago.....	414
42. Grand Tower and Carbondale.....	416
43. Indiana and Illinois Central.....	419
44. Jacksonville, Northwestern and Southeastern.....	423
45. Kankakee and Indiana.....	426
46. LaFayette, Bloomington and Mississippi.....	427
47. Louisville, New Albany and St. Louis.....	429
48. Muscatine, Kewanee and Eastern.....	433
49. Paris and Decatur.....	433
50. Plymouth, Kankakee and Pacific.....	437
51. Springfield and Illinois Southeastern.....	437
52. St. Louis, Jerseyville and Springfield.....	440

Tabulated Statistics—as follows:

Table No. 1. Stock and Debts, and Paid up Stock and Debts.....	440
“ 2. Length of Line, and Cost of Road and Equipment.....	442
“ 3. Equipment; and Mileage of Trains.....	444
“ 4. Earnings in Detail.....	446
“ 5. Expenses in Detail.....	447
“ 6. Gross Earnings and Expenses Compared.....	448
“ 7. Tonage, etc.....	449
“ 8. Accidents.....	450
“ 9. Organization of Companies under Act of March 1, 1872.....	451

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